

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE**

This Confidential Settlement Agreement and General Release (“Agreement”) is entered into by and between Greg Singleton, Barry Ludy, Eddie Harkins, Vanya Graham, Brooke Cooper, and Bruce Sellars (“Singleton Plaintiffs”), Robin LaTorre, Patricia Anderson, and Arkendia Williams (“LaTorre Plaintiffs”), and Jason Truesdell and Steve Bergeron (“Truesdell Plaintiffs”), on the one hand, and defendant General Motors LLC (“GM”), on the other hand (collectively, the “Parties”) with respect to the matters set forth below.

RECITALS

WHEREAS, on or about April 3, 2019, the Singleton Plaintiffs, through counsel, advised counsel for GM of their intent to file a putative class action in the United States District Court for the Western District of Missouri concerning the headlight assemblies of model year 2010 through 2015 Cadillac SRX vehicles (“Subject Vehicles”), and respective counsel for the Singleton Plaintiffs and GM agreed to discuss a potential settlement prior to filing of the proposed class action.

WHEREAS, on April 16, 2019, the LaTorre Plaintiffs filed in the United States District Court for the Eastern District of Michigan a putative class action styled *Robin LaTorre et al. v. General Motors LLC*, No.2:19-cv-11100-LJM-APP (the “Action”), also concerning the headlight assemblies of Subject Vehicles.

WHEREAS, on July 29, 2019, the Truesdell Plaintiff filed in the United States District Court for the Eastern District of Missouri a putative class action styled *Jason Truesdell v. General Motors LLC*, No. 4:19-cv-02268-AGF, also concerning the headlight assemblies of Subject Vehicles.

Plaintiffs allege, *inter alia*, that 2010 through 2015 Cadillac SRX vehicles with Halogen or HID headlamps (“Subject Vehicles”) contain one or more design and/or manufacturing defects in their headlamps that allow accumulation of moisture, including condensation and water leaks, that can cause the headlights to dim or fail, including the headlights of their own vehicles set forth below:

Singleton	2014 SRX VIN 3GYFNAE36ES590493
Ludy	2013 SRX VIN 3GYFNCE39DS539192
Harkins	2012 SRX VIN 3GYNAE39CS643216
Graham	2012 SRX VIN 3GYFNDE3XCS606855
Cooper	2011 SRX VIN 3GYFNAEY0BS554306
Sellars	2011 SRX VIN 3GYFNDEY8BS574286
LaTorre	2015 SRX VIN 3GYFNEE30FS546613

Anderson	2015 SRX VIN 3GYFNAE33FS546839
Williams	2011 SRX VIN 3GYFNFEYOBS551337
Truesdell	2014 SRX VIN 3GYFNBE31ES587801
Bergeron	2011 SRX VIN 3GYFNDEY8BS608971

WHEREAS, GM contends that the moisture issues identified by Plaintiffs are confined for the most part to certain model year 2010, 2011 and early 2012 SRX production and were corrected in production thereafter by a change in the headlight housing glue and curing process and that the issue does not present any safety issue and, further, that any such issues that manifested itself during the warranty period were or could have been addressed via free-of-charge warranty repairs.

WHEREAS, GM in the course of investigating SRX warranty data has discovered a second issue with the headlamp reflector in vehicles equipped with halogen (not HID) headlamps that in some instances may cause the headlamps to become dimmer over time.

WHEREAS, GM recognizes that the moisture and dimness conditions that may manifest in some of the Subject Vehicles can create customer dissatisfaction.

WHEREAS, Plaintiffs contend, *inter alia*, that the number of affected vehicles is significant, that the headlight moisture and dimness issues constitute defects, and that GM should notify all affected Subject Vehicle owners of the issues and (1) compensate owners who have paid out-of-pocket for repairs and (2) provide a repair opportunity for owners who believe their vehicles currently are affected by the moisture or dimness issues.

WHEREAS, Plaintiffs further contend, and GM denies, that Plaintiffs' claims are appropriate for resolution on a class-wide basis.

Notwithstanding the Parties' differences of opinion about these and other issues, they have agreed to fully and finally settle Plaintiffs' claims on the following terms and conditions:

EFFECTIVE DATE

1. This Agreement shall become effective as of the last date of full execution by the Parties.

MONETARY CONSIDERATION

2. Within five (5) business days of receipt of a fully executed copy of this Agreement, Plaintiffs shall:

(a) File Stipulations for Dismissal with Prejudice of the LaTorre and Truesdell Actions pursuant to F. R. Civ. P. 41(a)(1)(A)(ii); and

(b) Deliver to GM's counsel IRS W-9 forms completed by Greg Coleman Law PC, Tycko & Zavareei LLP and Law Offices of Richard S. Cornfield, LLC.

3. Within ten (10) business days after the filing of both Stipulations of Dismissal described above, and contingent upon receipt of all W-9 forms and dismissals as provided in paragraph 2, GM shall deliver three separate payments by wire transfer to the trust accounts of Greg Coleman Law PC, Tycko & Zavareei LLP and Law Offices of Richard S. Cornfield, LLC as set forth below:

Greg Coleman Law PC Trust Account (\$ 467,050)
\$3,500 to Greg Singleton
\$3,500 to Barry Ludy
\$3,500 to Eddie Harkins
\$3,500 to Vanya Graham
\$3,500 to Brooke Cooper
\$3,500 to Bruce Sellars
\$449,550 to Greg Coleman Law PC
Tycko & Zavareei LLP Trust Account (\$559,950)
\$3,500 to Robin LaTorre
\$3,500 to Patricia Anderson
\$3,500 to Arkendia Williams
\$549,450 to Tycko & Zavareei LLP
Law Office of Richard S. Cornfield, LLC Trust Account (\$27,000)
\$3,500 to Jason Truesdell
\$3,500 to Steve Bergeron
\$20,000 to Law Office of Richard S. Cornfield, LLC

These amounts are in full satisfaction of all claimed attorney's fees, damages, costs, interest, and other fees associated with the Action incurred by or on behalf of the Singleton, LaTorre and Truesdell Plaintiffs and their counsel ("Plaintiffs' Counsel").

ADDITIONAL SETTLEMENT CONSIDERATION

4. Within one hundred twenty (120) days of the Effective Date of this Agreement, GM will cause a third-party mailing house to create an "all owners" list using available Polk-IHS data. The list will include all original, subsequent and current U.S. retail purchasers and lessees of Subject Vehicles, defined as model year 2010 through 2015 Cadillac SRX vehicles equipped with Halogen or HID headlights that were sold or leased new by Cadillac dealers in all states other the California and Florida where owners are covered by a prior settlement (hereinafter, "Owners"). The mailing house will access U.S. Postal Service

change of address data for the Owners to obtain the most current address information available for the notice mailing.

5. GM will at its sole expense cause the third party mailing house within one hundred twenty (120) days of the Effective Date to mail to all identified Owners, by first-class U.S. Mail, a Notice offering them the reimbursement specified in this agreement for their out-of-pocket payments for SRX low beam headlamp, headlamp capsule and headlamp bulb replacement for (a) moisture-related issues or (b) dimness caused by halogen headlamp reflector issues (“covered headlamp replacements”) provided that they sign and return a Claim Form and Release in the form attached hereto as Exhibit 1 within ninety days of the date set forth on this Notice, together with adequate documentation showing their actual out-of-pocket payments for covered headlamp replacements. Said reimbursement shall include sums paid for diagnosis and covered headlamp replacements and payments for all parts installed and labor performed by authorized Cadillac dealers or other licensed auto repair facilities for covered headlamp replacements, as well as any costs for any covered replacement parts purchased directly by Owners. Said reimbursement will *not* include the costs of repairs or replacements for collision damage or caused by issues other than the moisture or dimness issues covered by this Agreement. GM shall cause reimbursement checks to be mailed to customers who submit valid eligible claims sixty (60) days after the ninety (90) day claim period has expired.

6. The 120-day deadlines in paragraphs 4 and 5 above shall be extended by 30 days if Polk-IHS does not obtain all needed state motor vehicle department approvals to share the data and provide it to GM within 90 days of the Effective Date.)

7. The Notice shall also advise Owners that reimbursements will be subject to a “cap” (a maximum amount of reimbursement) of \$800 per headlamp for each covered repair (\$1,600 if two headlamps are repaired pursuant to the same repair order). However, any Owner who believes he or she reasonably expended a larger sum for covered replacements may submit with their Claim Form, and Release a written request for review by plaintiffs’ and GM’s counsel, who shall review the request in good faith in an effort to resolve the issue; if they cannot, the issue will be submitted to the Mediator for a final, binding determination.

8. Notwithstanding the foregoing paragraph 7, one or more Owners may submit multiple reimbursement claims for separate covered replacement costs for the same vehicle, provided that a separate Claim Form and Release and proof of payment is submitted for each covered replacement. The \$800 per headlamp “cap” and paragraph 7 review procedure shall apply to each covered replacement.

9. The Notice shall also advise Owners that if they believe their vehicles currently have, or may have, moisture-related or reflector dimness headlight issues, they may take their SRX vehicles to authorized Cadillac dealers for diagnosis within 90 days of the date

of the notice letter and, if they choose, and regardless of whether the dealer diagnoses a moisture-related or dimness issue, headlamp replacement. The Notice shall further advise owners that they may submit for reimbursement by GM (a) any diagnostic payments, regardless of whether they have any repairs made, and (b) headlamp replacement costs, regardless of whether the dealer diagnoses a moisture-related or dimness issue, provided that they submit a Claim Form and Release and documentation showing their out-of-pocket costs in accordance with the terms of paragraphs 5, 7, and 8 of this Agreement. All headlamp replacements performed pursuant to this paragraph shall be covered by GM's standard replacement parts warranty for 12 months or 12,000 miles, whichever comes first.

RELEASE BY PLAINTIFFS

10. By signing below, Plaintiffs ("Releasing Parties") forever release and discharge GM, General Motors Company, and any authorized GM dealer, and each and all of their respective current and former directors, officers, shareholders, partners, principals, agents, employees, attorneys, and accountants, and any predecessors-in-interest, successors-in-interest, assigns, subsidiaries, divisions or affiliates, and each and all of their current or former directors, officers, agents, employees, attorneys, and accountants (collectively the "GM Releasees") of and from all disputes, claims, causes of action, actions, judgments, liens, indebtedness, damages, obligations, attorneys' fees, costs, litigation expenses, losses, liabilities and demands of whatever kind and character based on claims or issues that were or could have been raised in the Action including those relating to moisture and dimness issues in the headlamps of their Subject Vehicles ("Released Claims").

11. The Releasing Parties agree never to file, commence, or participate in any legal proceeding against the GM Releasees, or any of them, with respect to Released Claims, as defined in paragraph 10 above.

12. The Releasing Parties and Plaintiffs' Counsel represent and warrant that Plaintiffs have no other counsel, including but not limited to any other counsel listed in the LaTorre complaint, that will seek payment of fees, costs or litigation expenses in connection with the Action.

MISCELLANEOUS PROVISIONS

13. Should any dispute arise concerning the interpretation or performance of this Agreement, the Parties shall first engage in good faith negotiations in an effort to resolve the dispute. If they are unable to do so, the Parties agree to submit the dispute to the Mediator or, if he is unable or unwilling to serve, before another mutually-agreed mediator.

14. This Agreement shall be binding upon, and inure to the benefit of, the executors, administrators, heirs, assigns and successors of each of the Parties hereto.

15. Each of the Parties to this Agreement warrants and represents that they are fully and properly authorized to enter into this Agreement and that all necessary approvals have been obtained prior to execution of this Agreement.

16. The Parties shall promptly execute any and all further or additional instruments and will perform any acts that may become necessary to effectuate and carry out the purposes of this Agreement.

17. Neither any failure nor any delay on the part of any of the Parties in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any right.

18. This Agreement is fully integrated and (a) contains the entire understanding of the Parties relating to the subject matter of this Agreement and (b) supersedes all prior statements, representations and agreements relating to the subject matter of this Agreement. The Parties represent and agree that, in entering into this Agreement, they have not relied upon any oral or written agreements, statements, representations or promises, express or implied, not specifically set forth in this Agreement.

19. No waiver, modification, amendment, or addition to this Agreement is effective unless evidenced by a written instrument signed by authorized representatives of both Parties, and each Party acknowledges that no individual will be authorized to orally waive, modify, amend, or expand this Agreement. The Parties expressly waive application of any law, statute, or judicial decision allowing oral modifications, amendments, or additions to this Agreement notwithstanding this express provision requiring a writing signed by the Parties.

20. This Agreement is being executed and delivered, and is intended to be performed by GM, in the State of Michigan, and to the extent permitted by law, the execution, validity, construction and performance of this Agreement shall be construed and enforced in accordance with Michigan law.


21. This Agreement shall not be construed against any Party on the basis that that Party's attorney drafted this Agreement.

22. This Agreement may be executed in counterparts, each of which is and may be deemed an original. Faxed, scanned signatures, or electronic signatures (e.g., DocuSign) shall be treated as originals.

23. The parties agree that the terms of this Agreement do not require notice to or approval by any court.

IN WITNESS THEREOF, each of the undersigned has executed this Settlement Agreement and General Release.

ACCEPTED AND AGREED:



Greg Singleton

Dated: 10/29/2019

Barry Ludy

Dated: _____

Eddie Harkins

Dated: _____

Vanya Graham

Dated: _____

Brooke Cooper

Dated: _____

Bruce Sellars

Dated: _____

Robin LaTorre

Dated: _____

Patricia Anderson

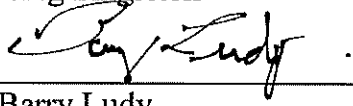
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Arkendia Williams

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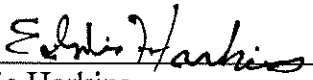
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Dated: 10-29-19

Robin LaTorre

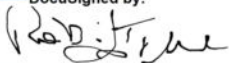
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Patricia Anderson

Dated: _____

Arkendia Williams

Dated: _____

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10/28/2019

DocuSigned by:
Patricia Anderson
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Patricia Anderson

10/28/2019

Robin LaTorre

DocuSigned by:
Armando Willem
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10/28/2019

Jason Truesdell
Jason Truesdell

Dated: 10/31/19

Steve Bergeron

Dated: _____

GREG COLEMAN LAW PC

By: Gregory F. Coleman
Gregory F. Coleman
(as to Paragraphs 3, 7, 12 & 13, and as to form)

Dated: 10-29-19

TYCKO & ZAVAREEI LLP

By: Hassan Zavareei
Hassan Zavareei
(as to Paragraphs 3, 7, 12 & 13, and as to form)

Dated: 10/29/2019

LAW OFFICES OF RICHARD S. CORNFIELD, LLC

By: Richard S. Cornfield
Richard S. Cornfield
(as to Paragraphs 3, 7, 12 & 13, and as to form)

Dated: _____

GENERAL MOTORS LLC

By:

Dated: _____

ISAACS CLOUSE CROSE & OXFORD LLP

By: Gregory R. Oxford
(as to Paragraphs 6 & 13, and as to form)

Dated: _____


Jason Truesdell

Dated: _____


Steve Bergeron


Dated: 10/31/2019

GREG COLEMAN LAW PC

By: 
Gregory F. Coleman
(as to Paragraphs 3, 7, 12 & 13, and as to form)

Dated: 10-29-19

TYCKO & ZAVAREEI LLP

By: 
Hassan Zavareei
(as to Paragraphs 3, 7, 12 & 13, and as to form)

Dated: 10/29/2019

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By: _____
Richard S. Cornfield
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GENERAL MOTORS LLC

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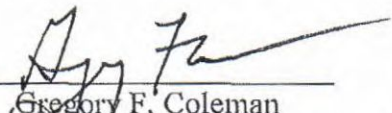
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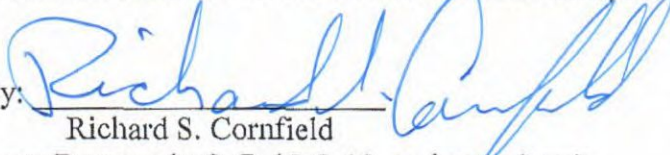
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GENERAL MOTORS LLC

By:

Dated: _____

ISAACS CLOUSE CROSE & OXFORD LLP

By: Gregory R. Oxford
(as to Paragraphs 6 & 13, and as to form)

Dated: _____

Jason Truesdell

Dated: _____

Steve Bergeron

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By: _____

Dated: _____

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TYCKO & ZAVAREEI LLP

By:  _____

Dated: 10/31/2019

Hassan Zavareei
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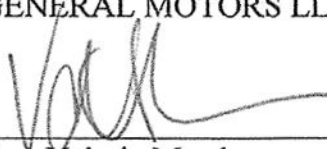
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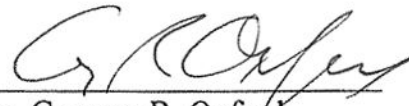
Richard S. Cornfield
(as to Paragraphs 3, 7, 12 & 13, and as to form)

GENERAL MOTORS LLC


By: Valerie Marsh

Dated: 10/31/2019

ISAACS CLOUSE CROSE & OXFORD LLP


By: Gregory R. Oxford
(as to Paragraphs 6 & 13, and as to form)

Dated: 10-31-2019