

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

EDWARD OBERSKI,
AMANDA OBERSKI, AND STACEY GREEN

Plaintiff

-and-

GENERAL MOTORS LLC and GENERAL MOTORS OF CANADA LIMITED (now known as
GENERAL MOTORS OF CANADA COMPANY)

Defendants

SUPERIOR COURT OF QUÉBEC

BETWEEN:

MICHAEL GAGNON

Petitioner

-and-

GENERAL MOTORS OF CANADA and GENERAL MOTORS COMPANY

Respondents

SUPERIOR COURT OF QUÉBEC

BETWEEN:

MICHAEL GAGNON

Petitioner

-and-

GENERAL MOTORS OF CANADA and GENERAL MOTORS COMPANY

Respondents

SETTLEMENT AGREEMENT

Dated as of November 1, 2023

TABLE OF CONTENTS

1.	INTRODUCTION	1
2.	DEFINITIONS.....	1
3.	CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTLEMENT AGREEMENT APPROVAL.....	16
4.	SETTLEMENT BENEFITS	16
5.	ADMINISTRATIVE EXPENSES.....	19
6.	PAYMENT OF SETTLEMENT FUND AMOUNT BALANCE	20
7.	CLAIMS PROGRAM PROCESS AND ADMINISTRATION	22
8.	COOPERATION TO ANNOUNCE AND IMPLEMENT THE SETTLEMENT	28
9.	NOTICE TO THE CLASS	30
10.	SETTLEMENT CLASS MEMBERS’ RIGHTS TO OPT OUT AND OBJECT	34
11.	SETTLEMENT CLASS MEMBERS’ RELEASE.....	36
12.	PLAINTIFFS’ COUNSEL FEE AMOUNT.....	43
13.	MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT	44
14.	TERMINATION OF ACTIONS AND JURISDICTION OF THE COURTS.....	47
15.	OTHER GENERAL TERMS AND CONDITIONS	48

TABLE OF SCHEDULES

Schedule	Title
A	General List of Subject Vehicles
B	Short-Form Certification Notice
C	Long-Form Certification Notice
D	Approval Notice
E	Claim Form
F	Initial Press Release
G	Reminder Press Release

1. INTRODUCTION

This Settlement Agreement settles, subject to approval by the Courts and without any admission or concession of liability or wrongdoing or lack of merit in their defenses by the Released Parties, all class claims asserted in the Actions and Related Actions by the Settlement Class Members (the “**Settlement**”).

Following negotiations facilitated by a mediator, The Honourable Justice Thomas Cromwell, the Parties have agreed on the terms and conditions set forth in this Settlement Agreement.

Pursuant to this Settlement, benefits shall be offered to Settlement Class Members claiming economic loss in relation to a Subject Vehicle. All class claims for wrongful death or personal injury (and related family/dependent claims) or actual physical property damage arising from an accident involving a Subject Vehicle shall be discontinued or removed, and claimants may instead pursue claims for wrongful death or personal injury (and related family/dependent claims) or actual physical property damage individually.

Only after agreeing to the principal terms set forth in this Settlement Agreement, the Parties, with additional facilitation by The Honorable Justice Thomas Cromwell as mediator, negotiated the Plaintiffs’ Counsel Fee Amount, an amount that is separate and apart from the benefits provided to the Settlement Class in this Settlement Agreement.

2. DEFINITIONS

As used in this Settlement Agreement and its attached schedules, which schedules are an integral part of this Settlement Agreement and are incorporated by reference in their entirety, the following capitalized terms have the following meanings, unless this Settlement Agreement specifically provides otherwise. Other capitalized terms used in this Settlement Agreement that are not defined in this Section 2 shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

2.1 “**AAT**” means the Motors Liquidation Company Avoidance Action Trust established pursuant to the Old GM Plan.

- 2.2 “**AAT Administrator**” means Wilmington Trust Company, solely in its capacity as trust administrator and trustee of the AAT pursuant to the Fourth Amended and Restated Motors Liquidation Company Avoidance Action Trust Agreement, dated as of February 25, 2019, as such agreement may be amended, restated, or supplemented from time to time, and including all exhibits, schedules and addenda thereto (the “**AAT Agreement**”).
- 2.3 “**AAT Monitor**” means Arthur J. Gonzalez, solely in his capacity as trust monitor of the AAT pursuant to the AAT Agreement.
- 2.4 “**Actions**” means the following three (3) actions:
- 2.4.1 the action in the Ontario Superior Court of Justice bearing Court File No. CV-14-502023-CP titled *Oberski et al. v. General Motors LLC et al.* (“**Ontario Action**”);
- 2.4.2 the action in the Superior Court of Québec bearing Court File No. 500-06-000687-141 titled *Michael Gagnon v. General Motors of Canada et al.*; and the action in the Superior Court of Québec bearing Court File No. 500-000729-158 titled *Michael Gagnon v. General Motors of Canada et al.* (the “**Québec Actions**”);
- 2.5 “**Actions Counsel**” means the various Settlement Class Members’ counsel who filed, or who have any claim for, or interest in, legal fees and disbursements in any way, directly or indirectly, related to, the Actions and the Related Actions, including Rochon Genova LLP, Kim Spencer McPhee P.C., LMS Lawyers LLP, Sutts Strosberg LLP, McKenzie Lake Lawyers LLP, Merchant Law Group and Wagners.
- 2.6 “**Administrative Expenses**” means the fees and disbursements of, or incurred by, the Settlement Administrator to perform the duties and services in implementing this Settlement Agreement, including the cost of all notices to Settlement Class Members, all fees and costs of the accountant utilized by the Settlement Administrator to administer deposits to and disbursements from the escrow account containing the Settlement Fund Amount, all fees and costs to implement and

administer the Claims Program, as well as all fees and costs of maintaining an escrow account containing the Settlement Fund Amount (e.g., bank fees).

- 2.7 “**Adjusted Base Payment Amount**” has the meaning ascribed in Section 4.3.2.
- 2.8 “**Amendment Order**” means the order of the Superior Court of Québec granting the amendment of the pleadings in the Québec Actions to name only General Motors LLC and General Motors of Canada Company as defendants and to remove references to “mental distress”, “psychological and emotional distress”, “anxiety”, “fear” and “moral damages”.
- 2.9 “**Approval Notice**” means the English and French versions of the notice to Settlement Class Members substantially in the form attached to this Settlement Agreement as **Schedule “D”**, advising of the approval by the Courts of this Settlement, that the Effective Date has occurred, the commencement date of the Claims Program, the Claims Deadline, the Final Recall Repair Date, the Settlement Website, and how to access the Claims Program.
- 2.10 “**Approval Orders**” means the orders and/or judgments of the Courts approving the Settlement provided for in this Settlement Agreement without any modifications, approving the Approval Notice, and granting the Settlement Class Members’ Release.
- 2.11 “**Base Payment Amount**” has the meaning ascribed in Section 4.3.1.
- 2.12 “**Certification Notice**” means the English and French versions of the Short-Form Certification Notice and Long-Form Certification Notice to Settlement Class Members substantially in the forms attached to this Settlement Agreement as **Schedules “B”** and **“C”**, respectively, advising of the certification/authorization of the Actions for settlement purposes only; the address of the Settlement Website; the Opt-Out Deadline and procedure for opting out of this Settlement; the Objection Deadline and procedure for objecting to this Settlement; and, as approved by the Courts, the removal or discontinuance of all alleged class claims for wrongful death or personal injury (including *Family Law Act* (Ontario) or analogous claims) or

actual physical property damage arising from an accident involving a Subject Vehicle.

- 2.13 “**Certification Orders**” means the orders of the Courts (a) certifying/authorizing the Actions for settlement purposes only with respect to the National Settlement Class and the Québec Settlement Class; (b) appointing the Settlement Administrator; (c) approving the Notice Program and Certification Notice; and (d) setting the Opt-Out Deadline and Objection Deadline.
- 2.14 “**Claim**” means a properly completed Claim Form pertaining to a single Subject Vehicle submitted by or on behalf of a Claimant with all required supporting documentation to the Settlement Administrator on or before the Claims Deadline.
- 2.15 “**Claim Form**” means the document that enables a Claimant to apply for benefits under this Settlement Agreement, substantially in the form attached to this Settlement Agreement as **Schedule “E”**.
- 2.16 “**Claimant**” means a Person who purports to be a Settlement Class Member who completes and submits a Claim Form on or before the Claims Deadline, either directly or through their estate or legal representative.
- 2.17 “**Claims Deadline**” means the deadline by which a Claimant must submit a complete and valid Claim, which, subject to Section 15.11, shall be one hundred twenty (120) days from the Effective Date.
- 2.18 “**Claims Program**” means the program that the Settlement Administrator shall use to review and assess the eligibility of Claims, and to determine the benefits that Eligible Claimants are to receive under this Settlement Agreement, as described in Section 7 of this Settlement Agreement.
- 2.19 “**Co-Lead Counsel**” means Rochon Genova LLP and Kim Spencer McPhee Barristers P.C., as defined in the order of Perell J. dated October 11, 2016.
- 2.20 “**Courts**” means the Ontario Superior Court of Justice and the Superior Court of Québec.

- 2.21 “**Deficiency Notice**” has the meaning ascribed in Section 7.8.
- 2.22 “**Discontinuance Order**” means the order of the Ontario Superior of Justice discontinuing all alleged class claims in the Ontario Action for wrongful death, personal injury, claims under the *Family Law Act* (Ontario) (and analogous legislation in other Provinces), and/or claims for actual physical property damage arising from a motor vehicle accident involving a Subject Vehicle.
- 2.23 “**Effective Date**” means the first business day after the last of the Required Orders becomes Final and so long as GM does not exercise its unilateral termination right provided for in Section 10.11, or a date thereafter that is agreed to in writing by the Parties.
- 2.24 “**Eligible Claim**” means a Claim that the Settlement Administrator has determined to be eligible to receive benefits under this Settlement Agreement pursuant to the process set forth in Section 7 of this Settlement Agreement.
- 2.25 “**Eligible Claimant**” means a Settlement Class Member who has submitted an Eligible Claim.
- 2.26 “**Excluded Persons**” means the following Persons
- 2.26.1 authorized GM dealers;
 - 2.26.2 daily rental fleet purchasers, owners and lessees (that is a Person engaged in the business of rental of passenger cars, without drivers, to the general public on a daily or weekly basis and which purchases or leases vehicles for the purpose of such rentals) which shall be based upon GM data that it provides to the Settlement Administrator and shall be determinative;
 - 2.26.3 governmental or quasi-governmental bodies;
 - 2.26.4 the judicial officers presiding over the Actions and Related Actions and their immediate family members;

- 2.26.5 Actions Counsel as well as members of their staff and immediate family;
- 2.26.6 all Persons who have previously released their economic loss claims that are in any way, directly or indirectly, related to the issues corrected by the Recalls whose names shall be provided by GM to the Settlement Administrator; and
- 2.26.7 valid Opt-Outs.
- 2.27 “**Final**” means, in respect of any Required Orders contemplated by this Settlement Agreement, the issued and entered orders are upheld on any appeal or the time limit for any such appeal has lapsed.
- 2.28 “**Final Base Payment Amount**” has the meaning ascribed in Section 4.3.7.
- 2.29 “**Final Recall Repair Date**” means one hundred eighty (180) days after the Effective Date.
- 2.30 “**GM**” means New GM and GM Canada collectively.
- 2.31 “**GM Canada**” means General Motors of Canada Company (formerly General Motors of Canada Limited).
- 2.32 “**GUC Trust**” means the Motors Liquidation Company GUC Trust established pursuant to the Old GM Plan.
- 2.33 “**GUC Trust Administrator**” means Wilmington Trust Company, solely in its capacity as GUC Trust Administrator and Trustee of the GUC Trust pursuant to the Second Amended and Restated Motors Liquidation Company GUC Trust Agreement, dated as of July 30, 2015, as such agreement may be amended, restated, or supplemented from time to time, and including all exhibits, schedules and addenda thereto (the “**GUC Trust Agreement**”).
- 2.34 “**GUC Trust Monitor**” means FTI Consulting, Inc., solely in its capacity as trust monitor of the GUC Trust pursuant to GUC Trust Agreement.
- 2.35 “**Joint Retention Agreement**” has the meaning ascribed in Section 5.2.

- 2.36 “**Long-Form Certification Notice**” means the Certification Notice substantially in the form attached to this Settlement Agreement as **Schedule “C”**.
- 2.37 “**National Settlement Class**” means all Settlement Class Members who are not part of the Québec Settlement Class.
- 2.38 “**Net Settlement Amount**” means the amount determined by deducting from the Settlement Fund Amount (a) Administrative Expenses; (b) any honouraria payments that are to be paid to plaintiffs as awarded by the Courts; and (c) any taxes required to be paid with respect to the Settlement Fund Amount or amounts withheld by the Settlement Administrator to cover anticipated future tax liabilities as provided for in Section 6.5.2.
- 2.39 “**New GM**” means General Motors LLC.
- 2.40 “**Notice Program**” means the program for the publication and dissemination of the Settlement Class Notices as agreed by the Parties in consultation with the Settlement Administrator and as approved by the Courts in the Certification Orders.
- 2.41 “**Objection Deadline**” means the deadline for Settlement Class Members to object to this Settlement, which shall be sixty (60) days after a Certification Notice is first published or disseminated in accordance with the Certification Orders.
- 2.42 “**Old GM**” means Motors Liquidation Company f/k/a General Motors Corporation.
- 2.43 “**Old GM Bankruptcy Estates**” means the Debtors’ (as defined in the Old GM Plan) estates created upon the commencement of the chapter 11 case in the United States Bankruptcy Court for the Southern District of New York, captioned *In re Motors Liquidation Corporation, et al. f/k/a General Motors Corp., et al.*, Case No. 09-50026 (MG), including, without limitation, all property, rights, defenses and claims included therein.
- 2.44 “**Old GM Plan**” means the *Debtors’ Second Amended Joint Chapter 11 Plan*, dated March 18, 2011, and as confirmed by the United States Bankruptcy Court for the Southern District of New York on March 29, 2011.

- 2.45 “**Opt-Outs**” means all Persons meeting the definition of Settlement Class Members who have submitted timely requests for exclusion from this Settlement in conformity with the procedural and substantive requirements of this Settlement Agreement and the Certification Orders, prior to the Opt-Out Deadline, and who do not revoke such request for exclusion prior to the Opt-Out Deadline or other date as ordered by the Court.
- 2.46 “**Opt-Out Deadline**” means sixty (60) days after both Certification Orders have been entered by the Courts.
- 2.47 “**Parties**” means the Settlement Class Representatives, Co-Lead Counsel and GM.
- 2.48 “**Person(s)**” means an individual, corporation, business, company, firm, partnership, association, proprietorship, trust, estate, governmental or quasi-governmental body, or any other entity or organization.
- 2.49 “**Plaintiffs’ Counsel Fee Amount**” means such funds as may be approved and awarded in the aggregate by the Courts, pursuant to Plaintiffs’ Counsel Fee Amount Orders, as the full and total amount of fees, expenses, costs, disbursements and associated taxes that GM shall pay to compensate any and all plaintiffs’ counsel, including Co-Lead Counsel and Actions Counsel, who represent any Person in the Actions and Related Actions, including purported Settlement Class Members, and that shall not, under any circumstances exceed CA\$4,397,500.00 (four million, three-hundred and ninety seven thousand and five hundred Canadian dollars) (the “**Maximum Plaintiffs’ Counsel Fee Amount**”).
- 2.50 “**Plaintiffs’ Counsel Fee Amount Orders**” means the orders of both Courts approving the payment to Actions Counsel of the Plaintiffs’ Counsel Fee Amount.
- 2.51 “**Preliminary Administrative Expenses**” has the meaning ascribed in Section 5.2 and are part of the Administrative Expenses.

2.52 “**Québec Settlement Class**” means all Settlement Class Members whose Subject Vehicles are identified based on reasonably available information from GM as having been first retail sold in Québec.

2.53 “**Recalls**” means the GM vehicle recalls covered by the following Transport Canada Recall Numbers:

2.53.1 2014-038, 2014-060, and 2014-101 (collectively the “**Delta Ignition Switch Recall**”);

2.53.2 2014-273, 2014-246, and 2014-284 (collectively the “**Key Rotation Recall**”);

2.53.3 2014-243 (the “**Camaro Knee-Key Recall**”); and

2.53.4 2014-104 (the “**Electric Power Steering Recall**”).

2.53.5 For purposes of cross-reference, the below table lists the GM Recall Numbers and Transport Canada Recall Numbers for each of the Recalls:

	GM Recall Number	Transport Canada Recall Number
Delta Ignition Switch Recall	13454	2014-038
	14063	2014-060
	14092	2014-101
Key Rotation Recall	14172	2014-273
	14497	
	14299	2014-246
	14350	2014-284
Camaro Knee-Key Recall	14294	2014-243
Electric Power Steering Recall	14115	2014-104
	14116	
	14117	
	14118	

2.54 “**Recall Announcement Date**” means the certain date in the chart below that is the end of the month following the month of GM’s last initial notification to owners/lessees of each Recall, according to GM's internal data. For a Subject

Vehicle subject to more than one of the Recalls, the Recall Announcement Date shall be the later of the dates in the chart below:

	GM Recall Number	Transport Canada Recall Number	Recall Announcement Date
Delta Ignition Switch Recall	13454	2014-038	September 30, 2014
	14063	2014-060	
	14092	2014-101	
Key Rotation Recall	14172	2014-273	November 30, 2014
	14497		
	14299	2014-246	
	14350	2014-284	
Camaro Knee-Key Recall	14294	2014-243	October 31, 2014
Electric Power Steering Recall	14115	2014-104	February 28, 2015
	14116		
	14117		
	14118		

2.55 “**Recall Repair Deficiency Notice**” has the meaning ascribed in Section 7.11.

2.56 “**Related Actions**” means the twelve (12) actions listed below:

2.56.1 the action in the Saskatchewan Court of Queen’s Bench, bearing Court File No. QBG 1396/14 titled *George Shewchuk v. General Motors of Canada Limited et al.* (“**Shewchuk Action**”);

2.56.2 the action in the Saskatchewan Court of Queen’s Bench bearing Court File No. QBG 480/14 titled *Bradie Herbel v. General Motors of Canada Limited et al.* (“**Herbel Action**”);

2.56.3 the action in the Saskatchewan Court of Queen’s Bench bearing Court File No. QBG 1273/15 titled *Dale Hall v. General Motors of Canada Limited et al.* (“**Hall Action**”);

2.56.4 the action in the Saskatchewan Court of Queen’s Bench bearing Court File No. QBG 1181/15 titled *Rene Fradette v. General Motors of Canada Limited et al.* (“**Fradette Action**”);

2.56.5 the action in the British Columbia Supreme Court bearing Court File No. 14-1262 titled *Garth Coen v. General Motors of Canada Limited et al.* (“**Coen Action**”);

2.56.6 the action in the Alberta Court of Queen's Bench bearing Court File No. 1403-04964 titled *Holly Standingready v. General Motors of Canada Limited* (“**Standingready Action**”);

2.56.7 the action in the Manitoba Court of Queen's Bench bearing Court File No. CI14-88682 titled *Catherine Seeley v. General Motors of Canada Limited et al.* (“**Seeley Action**”);

2.56.8 the action in the New Brunswick Court of Queen's Bench bearing Court File No. MC-176-14 titled *Chris Spicer v. General Motors of Canada Ltd. et al.* (“**Spicer Action**”);

2.56.9 the action in the Nova Scotia Supreme Court bearing Court File No. 427140 titled *Sue Brown et al. v. General Motors of Canada Limited et al.* (“**Brown Action**”);

2.56.10 the action in the Nova Scotia Supreme Court bearing Court File No. 426204 titled *Alex Mulford v. General Motors of Canada Ltd.* (“**Mulford Action**”);

2.56.11 the action in the Newfoundland Supreme Court bearing Court File No. 201401G2284CP titled *Meghan Dunphy v. General Motors of Canada Ltd.* (“**Dunphy Action**”);

2.56.12 the action in the Ontario Superior Court of Justice bearing Court File No. CV-14-20629-CP titled *Academie Ste Cecile International School et al. v. General Motors of Canada Limited* (“**Academie Action**”);

2.57 “**Released Claims**” has the meaning ascribed in Section 11.3.

2.58 “**Released Parties**” means each of the following persons and entities, jointly and severally, individually and collectively (individually, “**Released Party**”):

2.58.1 General Motors of Canada Limited (now known as General Motors of Canada Company), General Motors Company, General Motors LLC, General Motors Holdings LLC, Vehicle Acquisition Holdings, LLC, and NGMCO, Inc.;

2.58.2 Any and all Persons, including dealerships, involved in any of the design, manufacture, assembly, testing, sale, repair, marketing, advertising, inspection, maintenance, recall, or distribution of a Subject Vehicle;

2.58.3 Any and all suppliers of materials, components, and/or services used in the manufacture of a Subject Vehicle;

2.58.4 General Motors Corporation, Motors Liquidation Company, the GUC Trust Monitor, the GUC Trust Administrator, the GUC Trust, any former, current, or future holder of Units (as defined in the GUC Trust Agreement) issued by the GUC Trust (“**Unitholders**”), the AAT, the AAT Administrator, the AAT Monitor, the Old GM Bankruptcy Estates, and any other trust established by the Old GM Plan to hold or pay liabilities of Old GM; and

2.58.5 Any and all past, present and future officers, directors, agents, employees, servants, associates, spouses, representatives, subsidiaries, affiliated companies, parent companies, joint-ventures and joint-venturers, partnerships and partners, members, stockholders, shareholders, bondholders, Unitholders, beneficiaries, trustees, insurers, reinsurers, dealers, suppliers, vendors, advertisers, service providers, distributors and sub-distributors, divisions, agents, agents’ representatives, lawyers, administrators, advisors, predecessors, successors, heirs, executors and assignees of any of the above.

2.59 “**Releasing Parties**” means the Settlement Class Members who are not Opt-Outs, each on behalf of themselves and their heirs, beneficiaries, estates, executors, administrators, representatives, agents, counsel, insurers, reinsurers, subsidiaries, corporate parents, predecessors, successors, indemnitors, subrogees, assigns, and any legal, juridical, or natural person or entity who may claim, by, through, under or on behalf of them.

2.60 **“Required Orders”** means:

2.60.1 The following issued, entered, and Final orders by the Courts: (a) the Amendment Order; (b) the Discontinuance Order; (c) the Certification Orders; and (d) the Approval Orders; and

2.60.2 Issued, entered, and Final orders dismissing the Related Actions with prejudice and without costs.

2.61 **“Settlement Administrator”** means the third-party agreed to by the Parties to administer the Settlement pursuant to the terms and conditions of this Settlement Agreement and applicable Required Orders with such administration to include, but not be limited to, administration of the Settlement Class Notices, administration of the Claims Program, implementing and administering the Settlement Website, opening an escrow account into which the Settlement Fund Amount shall be deposited and making disbursements from the Settlement Fund Amount to pay Administrative Expenses and to make settlement payments to Eligible Claimants.

2.62 **“Settlement Agreement”** means this settlement agreement, including its schedules, exhibits, addenda, and any supplemental agreements agreed to in writing by the Parties.

2.63 **“Settlement Approval Hearings”** means the hearings before the Courts for the purpose of obtaining the Approval Orders.

2.64 **“Settlement Class”** means, for settlement purposes only, all Persons resident in Canada other than Excluded Persons who, at any time on or before the Recall Announcement Date of the Recall(s) applicable to their Subject Vehicle(s), owned, purchased, and/or leased a Subject Vehicle in any of the provinces/territories in Canada. The Settlement Class is comprised of the four Subclasses, as defined below. For Subject Vehicles subject to both the Delta Ignition Switch Recall and the Electric Power Steering Recall, the date for determining Settlement Class membership shall be the later of the Recall Announcement Date for the Delta Ignition Switch Recall or the Electric Power Steering Recall.

- 2.65 “**Settlement Class Member**” means a member of the Settlement Class (collectively “**Settlement Class Members**”).
- 2.66 “**Settlement Class Members’ Release**” means the full and final release of the Released Parties, and waiver, bar order, and covenant not to sue the Released Parties, by the Releasing Parties as particularized in Section 11 of this Settlement Agreement.
- 2.67 “**Settlement Class Notices**” means the English and French versions of the Certification Notice and Approval Notice.
- 2.68 “**Settlement Class Representatives**” means with respect to the Ontario Action, Stacey Green, and with respect to the Québec Actions, Michael Gagnon.
- 2.69 “**Settlement Fund Amount**” means the amount of CA\$12,000,000.00 (twelve million Canadian dollars), which is the full and total amount to be paid by GM in this Settlement other than the Plaintiffs’ Counsel Fee Amount, and out of which all Administrative Expenses, any honouraria payments that Actions Counsel may choose to seek and that are awarded to plaintiffs by a court in respect of any Action, and all settlement payments to Settlement Class Members shall be paid by the Settlement Administrator pursuant to the terms and conditions of this Settlement Agreement, and which shall not be paid by GM unless and until each of the terms and conditions for such payment set forth in this Settlement Agreement are met.
- 2.70 “**Settlement Website**” means the website, in English and French, administered by the Settlement Administrator to facilitate the Settlement.
- 2.71 “**Short-Form Certification Notice**” means the Certification Notice substantially in the form attached to this Settlement Agreement as **Schedule “B”**.
- 2.72 “**Subclasses**” means each of the four subclasses as follows:
- 2.72.1 those Settlement Class Members who own(ed), purchased, and/or lease(d) a Subject Vehicle covered by the Delta Ignition Switch Recall (the “**Delta Ignition Switch Subclass**”), and

2.72.2 those Settlement Class Members who own(ed), purchased, and/or lease(d) a Subject Vehicle covered by the Key Rotation Recall (the “**Key Rotation Subclass**”), and

2.72.3 those Settlement Class Members who own(ed), purchased, and/or lease(d) a Subject Vehicle covered by the Camaro Knee-Key Recall (the “**Camaro Knee-Key Subclass**”), and

2.72.4 those Settlement Class Members who own(ed), purchased, and/or lease(d) a Subject Vehicle covered by the Electric Power Steering Recall (the “**Electric Power Steering Subclass**”).

2.72.5 Settlement Class Members with a Subject Vehicle covered by both the Delta Ignition Switch Recall and the Electric Power Steering Recall shall be members of both the Delta Ignition Switch Subclass and the Electric Power Steering Subclass and shall be eligible to receive settlement payments allocated to both Subclasses. Settlement Class Members with multiple Subject Vehicles shall be members of the Subclasses applicable to each of their respective Subject Vehicles.

2.73 “**Subject Vehicles**” means the GM motor vehicles subject to the Recalls as specifically defined by the VINs provided by GM to the Settlement Administrator. A general list of the make, model and model years of GM vehicles that may be subject to each Recall is attached to this Settlement Agreement as **Schedule “A”**. Since not all vehicles of a certain make, model or model year may have been subject to a Recall, only the VINs provided by GM to the Settlement Administrator for each make, model and model year GM vehicle are Subject Vehicles.

2.74 “**Unclaimed Balance**” means any funds that remain from the Net Settlement Amount after the distribution of settlement payments to Eligible Claimants and the expiry of at least one-hundred and eighty (180) days following the last payment to Eligible Claimants.

2.75 “**VIN**” means the vehicle identification number.

2.76 The term “their” includes “it” or “its” where applicable.

3. CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTLEMENT AGREEMENT APPROVAL

3.1 Promptly after the execution of this Settlement Agreement, Co-Lead Counsel shall submit this Settlement Agreement to the Courts pursuant to motions for the Certification Orders. Simultaneously, Co-Lead Counsel shall bring a motion before the Superior Court of Québec seeking the Amendment Order, a motion before the Ontario Superior Court of Justice seeking the Discontinuance Order, and Actions Counsel shall seek the dismissal of the Related Actions with prejudice pursuant to motions brought before the relevant court for each Related Action.

3.2 The motions for the Certification Orders submitted to both Courts shall specify that Co-Lead Counsel seek a Certification Order that is conditional upon a complementary Certification Order being made by the other Court.

3.3 Any certification/authorization of the Actions shall be for the purpose of this Settlement only, and the Released Parties retain all rights to assert that certification/authorization of a class in the Actions and Related Actions for any other purpose is not appropriate.

3.4 This Settlement Agreement shall be null and void and of no force and effect unless the Required Orders are entered in a form agreed to by the Parties and the Effective Date occurs, unless otherwise agreed to in writing by the Parties.

4. SETTLEMENT BENEFITS

4.1 Subject to the termination rights as set out in Section 13, and other terms and conditions of this Settlement Agreement, and in consideration for the Settlement Class Members’ Release, after the Effective Date, GM agrees to provide to the Settlement Class Members the consideration of payment of the Settlement Fund Amount, as well as separate payment of the Plaintiffs’ Counsel Fee Amount. This Section 4 describes allocation of the Net Settlement Amount, which shall be paid to Eligible Claimants from out of the Settlement Fund Amount. Sections 5 and 6

address GM's payment of Administrative Expenses and the Settlement Fund Amount Balance, respectively. GM's separate payment of the Plaintiffs' Counsel Fee is addressed in Section 12 below.

4.2 The Net Settlement Amount shall be distributed to Eligible Claimants after the Final Recall Repair Date in the following manner to be computed by the Settlement Administrator:

4.2.1 Each Eligible Claim by members of the Delta Ignition Switch Subclass shall receive twice (2x) the amount paid to each Eligible Claim by members of the Camaro Knee-Key and Electric Power Steering Subclasses.

4.2.2 Each Eligible Claim by members of the Key Rotation Subclass shall receive one-and-a-half times (1.5x) the amount paid to each Eligible Claim by members of the Camaro Knee-Key and Electric Power Steering Subclasses.

4.3 In order to determine the settlement payment amount for each Eligible Claim for each Subclass, the following calculation process shall be used:

4.3.1 First, the number of all Eligible Claims for all Subclasses shall be divided into the Net Settlement Amount to determine an initial "**Base Payment Amount**" for calculation purposes. Only an Eligible Claim of an Eligible Claimant with a Subject Vehicle covered by both the Delta Ignition Switch Recall and the Electric Power Steering Recall shall be counted twice, once in the Delta Ignition Switch Subclass and once in the Electric Power Steering Subclass.

4.3.2 Second, an "**Adjusted Base Payment Amount**" shall be determined by multiplying the Base Payment Amount by a factor of two (2) for Eligible Claims in the Delta Ignition Switch Subclass, by a factor of one-and-a-half (1.5) for Eligible Claims in the Key Rotation Subclass, and by a factor of one (1) for Eligible Claims in the Camaro Knee-Key and Electric Power Steering Subclasses.

4.3.3 Third, the Adjusted Base Payment Amount for each Subclass shall be multiplied by the number of Eligible Claims in that Subclass to determine the total value of the Eligible Claims for that Subclass.

4.3.4 Fourth, the total value of the Eligible Claims for each Subclass shall be totaled so that the value of total Eligible Claims for each Subclass can be assigned a percentage.

4.3.5 Fifth, each Subclass' percentage shall be applied to the Net Settlement Amount in order to determine a prorated value of Eligible Claims for each Subclass.

4.3.6 Sixth, each Subclass' prorated value of Eligible Claims shall be divided by the number of all Eligible Claims for that Subclass to determine the payment amount for each Subclass' Eligible Claim.

4.3.7 Thus, and put another way, the “**Final Base Payment Amount**”, that is, the one that forms the basis for payments to Settlement Class Members for each of their individual Eligible Claims, can be calculated as

$$[\text{Net Settlement Amount}] / [2 \times (\text{no. of Eligible Claims in Delta Ignition Switch Subclass}) + 1.5 \times (\text{no. of Eligible Claims in Key Rotation Subclass}) + 1 \times (\text{no. of Eligible Claims in Camaro Knee-Key Subclass}) + 1 \times (\text{no. of Eligible Claims in Electric Power Steering Subclass})]$$

Eligible Claimants in the Camaro Knee-Key Subclass and Electric Power Steering Subclass will receive that Final Base Payment Amount. Eligible Claimants in the Delta Ignition Switch Subclass will receive 2x the Final Base Payment Amount. Eligible Claimants in the Key Rotation Subclass will receive 1.5x the Final Base Payment Amount. Eligible Claimants with a Subject Vehicle covered by both the Delta Ignition Switch Recall and the Electric Power Steering Recall will receive 3x the Final Base Payment Amount.

5. **ADMINISTRATIVE EXPENSES**

- 5.1 All Administrative Expenses, including Preliminary Administrative Expenses, shall be paid from out of the Settlement Fund Amount, and GM shall not pay any additional amount toward Administrative Expenses.
- 5.2 The Parties will enter into a “**Joint Retention Agreement**” with the Settlement Administrator that will specify the permissible Administrative Expenses that GM agrees to pay from the Settlement Fund Amount for Administrative Expenses that are expected to be incurred before the Effective Date, including, but not limited to, costs associated with vendors retained to assist with delivering the Certification Notice to the Settlement Class, the development and implementation of the Settlement Website and the implementation of the Settlement Phone Number (as defined in Section 9.7) (the “**Preliminary Administrative Expenses**”). The Joint Retention Agreement will include a maximum amount to be determined in GM’s sole discretion that GM shall pay for the Preliminary Administrative Expenses.
- 5.3 GM agrees to pay, before the Effective Date, the Preliminary Administrative Expenses into the escrow account to be opened by the Settlement Administrator, and any payment out of the escrow account shall only be to the Settlement Administrator to pay invoices for Preliminary Administrative Expenses and only with the express written consent of GM and Co-Lead Counsel.
- 5.4 Any payment out of the escrow account by the Settlement Administrator pertaining to invoices for Administrative Expenses incurred on or after the Effective Date shall be subject to the express written consent of Co-Lead Counsel and GM.
- 5.5 If this Settlement Agreement is terminated pursuant to Section 13, any amount that GM agreed to pay in Preliminary Administrative Expenses less any unearned or unspent amount of such Preliminary Administrative Expenses and accrued interest in the escrow account on such Preliminary Administrative Expenses, which shall be promptly refunded to GM by the Settlement Administrator from the escrow account, shall be the full and total amount that GM shall be obligated to pay in this Settlement.

5.6 In the event that this Settlement Agreement is not terminated, any amount that GM agrees to pay in Preliminary Administrative Expenses shall be deducted from the remainder of the Settlement Fund Amount that GM shall pay pursuant to Section 6.1.

6. PAYMENT OF SETTLEMENT FUND AMOUNT BALANCE

6.1 Subject to the termination rights as set forth in Section 13, GM shall pay the Settlement Fund Amount, less any amount GM has paid for Preliminary Administrative Expenses, into the escrow account to be opened and maintained by the Settlement Administrator within thirty (30) days of the Effective Date.

6.2 If this Settlement Agreement is not terminated pursuant to Section 13, the Settlement Fund Amount together with the Plaintiffs' Counsel Fee Amount comprise the full and total amount that GM shall be obligated to pay in consideration of this Settlement. GM shall not, under any circumstances, be responsible for, or liable for, payment of any amount in this Settlement greater than the combined amount of the Settlement Fund Amount plus the Plaintiffs' Counsel Fee Amount.

6.3 The Settlement Administrator shall not pay out all or part of the monies in the escrow account except in accordance with Sections 5.3, 5.4 and 7.15 of this Settlement Agreement, as well as in accordance with an order of the Court(s).

6.4 Apportionment of Net Settlement Amount.

6.4.1 As to the portions of the Net Settlement Amount attributable to and for the Ontario Action and the Québec Actions, Actions Counsel stipulates, and the Defendants accept, that, based on GM's best available data, which shall be determinative, 80.24% of the Net Settlement Amount will be attributed to the settlement of the Ontario Action, and that 19.76% of the Net Settlement Amount will be attributed to the settlement of the Québec Actions.

6.5 **Interest and Taxes.**

6.5.1 Subject to Section 6.5.3, all interest earned on the Settlement Fund Amount until the Settlement Administrator conducts the calculation of settlement payments as stipulated in Section 4.2 shall form part of the Net Settlement Amount to be allocated by the Settlement Administrator to Eligible Claimants pursuant to Section 4.2 above. All interest earned on the Settlement Fund Amount after that date shall form part of the Unclaimed Balance.

6.5.2 Subject to Section 6.5.3, all taxes payable on any interest that accrues on the Settlement Fund Amount shall be paid from the Settlement Fund Amount. The Settlement Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Fund in the escrow account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned on the Settlement Fund Amount shall be paid from the Settlement Fund Amount in the escrow account. The Settlement Administrator is entitled to withhold from the Settlement Fund Amount prior to disbursement of the Net Settlement Amount to Eligible Claimants an amount agreed to by the Parties to cover such tax liabilities that may be incurred after the commencement of distribution of the Net Settlement Amount to Eligible Claimants with any remainder after payment of taxes to form part of the Unclaimed Balance.

6.5.3 GM shall have no responsibility to make any filings relating to the escrow account and will have no responsibility to pay tax on any income earned by the Settlement Fund Amount or pay any taxes on the monies in the escrow account, unless this Settlement Agreement is terminated or invalidated, in which case the interest earned on the Settlement Fund Amount in the escrow account or otherwise shall be paid to GM, which, in such case, shall be responsible for the payment of any taxes on such interest.

6.6 **Remainder Funds.** Should there be any Unclaimed Balance of the Net Settlement Amount, those funds shall be distributed from the escrow account by the Settlement Administrator in the following manner:

6.6.1 For the purposes of calculating the amount payable to the *Fonds d'aide aux actions collectives*, the percentage prescribed by the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, CQLR c R-2.1, r 2, shall be multiplied by the 19.76% of the Unclaimed Balance from the Net Settlement Amount attributed to the Québec Actions, as stipulated in Section 6.4.

6.6.2 Any Unclaimed Balance from the 80.24% of the Net Settlement Amount attributed to the Ontario Action and/or the 19.76% of the Net Settlement Amount attributed to the Québec Actions, as stipulated in Section 6.4, shall be paid *cy-près* to a non-profit organization or organizations to be agreed to by GM and Co-Lead Counsel in writing, and approved by the Courts, less any amounts payable to Québec's *Fonds d'aide aux actions collectives*.

7. **CLAIMS PROGRAM PROCESS AND ADMINISTRATION**

7.1 The Claims Program shall commence with the acceptance of Claim Forms as soon as reasonably practicable after the Effective Date.

7.2 The Claim Form and Approval Notice shall be made available on the Settlement Website as soon as reasonably practicable following the Effective Date. The Settlement Administrator shall mail paper copies of the Claim Form and Approval Notice to Persons who request such copies.

7.3 Claimants may submit a Claim Form to the Settlement Administrator electronically through the Settlement Website or by email, or physically by mail to the Settlement Administrator.

7.4 Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline in order for the Claimant to qualify as an Eligible Claimant. Claim Forms submitted electronically or postmarked after the Claims Deadline shall be

rejected by the Settlement Administrator as untimely, shall not be reviewed, and shall not qualify as an Eligible Claim.

7.5 It is a fundamental condition of this Settlement and the intention of the Parties that all Recall repairs must be completed on a Subject Vehicle by an authorized GM dealer on or before the Final Recall Repair Date for a Claim to become an Eligible Claim, unless the Claimant establishes that they no longer have possession, custody, or control of the Subject Vehicle and, therefore, have no ability themselves to have the Recall repairs performed.

7.6 To become an Eligible Claimant with an Eligible Claim, a Settlement Class Member must:

7.6.1 Submit to the Settlement Administrator a completed Claim Form on or before the Claims Deadline, and any additional documentation the Settlement Administrator may thereafter require, to establish that:

7.6.1.1 The Claimant owned or leased a Subject Vehicle on or before the Recall Announcement Date of the applicable Recall (no Person may submit more than one claim per individual Subject Vehicle);

7.6.1.2 The Claimant is not an Excluded Person; and

7.6.1.3 If GM's records supplied to the Settlement Administrator show that all repairs have not been completed for any Recalls relating to the Subject Vehicle, and the Claimant is the current owner or lessee of the Subject Vehicle:

(a) then, on or before the Final Recall Repair Date, all repairs have been completed by an authorized GM dealer for any Recalls relating to the Subject Vehicle; or

(b) the Subject Vehicle is no longer in the Claimant's possession, custody, or control.

GM has the option, in its sole discretion, to determine whether or not the documentation provided with respect to this Section 7.6.1.3 is sufficient, and GM may, in its sole discretion, delegate any such determination to the Settlement Administrator, in which case GM has the right to audit the Settlement Administrator's determinations before the Net Settlement Amount is distributed to Eligible Claimants. If GM does not exercise these options in regard to any particular Claim, the Settlement Administrator shall determine the sufficiency of such documentation for that Claim.

7.7 The Settlement Administrator shall review all Claims to ensure that the Claimants provide information that demonstrates:

7.7.1 that the VIN supplied by the Claimant for their Subject Vehicle is included on a list of VINs of Subject Vehicles supplied by GM to the Settlement Administrator, which list shall be determinative;

7.7.2 that the Claimant is not an Excluded Person;

7.7.3 that the Claimant is a current or former owner or lessee of a Subject Vehicle on or before the applicable Recall Announcement Date; and

7.7.4 if the data supplied to the Settlement Administrator by GM indicates that the Recall repairs have not been completed on the Subject Vehicle, that the Claimant no longer has possession, custody, or control of the Subject Vehicle, or, if they have possession, custody or control of a Subject Vehicle, that the Recall repair(s) have been performed on the Subject Vehicle on or before the Final Recall Repair Date.

7.8 The Settlement Administrator has the right to request verification of claim eligibility, including verification of the purchase, ownership, lease or resale of Subject Vehicles, and completion of the Recall repairs by an authorized GM dealer. If the Settlement Administrator determines that a Claimant has not sufficiently completed the Claim Form, or failed to submit all required or requested documentation, the Settlement Administrator shall send written notification to the

Claimant identifying the missing information (including by e-mail where the Claimant selects e-mail as their preferred method of communication) (“**Deficiency Notice**”).

7.9 The Settlement Administrator shall send a Claimant a Deficiency Notice if it determines that additional information is required to complete, verify, or substantiate the Claim. Such information includes but is not limited to:

7.9.1 if the Claimant did not complete all sections of the Claim Form;

7.9.2 if the Claimant submitted insufficient vehicle information on the Claim Form;

7.9.3 if documentation is required to substantiate and/or verify the information contained in the Claim Form; and/or

7.9.4 if the Claim Form is not signed.

7.10 The Claimant shall have thirty (30) days from the postmark date or email sent date of the Deficiency Notice to submit the requested information or documentation. If the Claimant does not timely submit their response on or before said thirty (30) days, the Claim shall be deemed invalid, ineligible, and not paid.

7.11 The Settlement Administrator shall utilize data supplied by GM to determine whether the Recall repair(s) were performed on the Subject Vehicle. If the GM data indicates that the Recall repair(s) have not yet been performed and the Claimant is the current owner or lessee of the Subject Vehicle, the Settlement Administrator shall send a “**Recall Repair Deficiency Notice**” to the Claimant identifying the incomplete Recall repair(s) that must be completed by an authorized GM dealer on or before the Final Recall Repair Date. The Settlement Administrator may require confirmation and documentary proof (e.g. a repair order on an authorized GM dealer's form) from the Claimant of the date on which the outstanding Recall repair(s) were performed on the Subject Vehicle, which must be on or before the Final Recall Repair Date, and the authorized GM dealer at which the outstanding

Recall repair(s) were performed, or the Settlement Administrator may rely on updated data supplied by GM to verify that the Recall repair(s) have been completed on or before the Final Recall Repair Date.

- 7.12 A Claimant who receives a Recall Repair Deficiency Notice must obtain the outstanding Recall repair(s) for the Subject Vehicle on or before the Final Recall Repair Date, and, if requested by the Settlement Administrator, must submit to the Settlement Administrator documentary proof (e.g. a repair order on an authorized GM dealer's form) of the date on which the outstanding Recall repair(s) were performed on the Subject Vehicle and the authorized GM dealership at which the outstanding Recall repair(s) were performed on the Subject Vehicle on or before thirty (30) days after the Final Recall Repair Date. If the Claimant does not timely respond to the Recall Repair Deficiency Notice on or before said thirty (30) days after the Final Recall Repair Date, the Claim shall be deemed invalid, ineligible, and not paid.
- 7.13 The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claims Program. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim to prevent actual or possible fraud and abuse and shall report any such fraud or abuse to Co-Lead Counsel, GM and to law enforcement authorities.
- 7.14 If the Settlement Administrator's review establishes that a Claim clearly demonstrates eligibility for a payment and is an Eligible Claim, the Settlement Administrator shall approve the Claim and process it in accordance with Section 4.3, including determining to which Subclass(es) the Eligible Claimant belongs and the amount of the payment to the Eligible Claimant. With the exception of the options granted to GM in Section 7.6.1.3, the decisions of the Settlement Administrator with respect to the eligibility or ineligibility of any Claim and amount of payment shall be final and binding on a Claimant and all Parties with no right of appeal to any court.

- 7.15 As soon as practicable following the Final Recall Repair Date plus any required cure period for deficiencies, the Settlement Administrator shall report to Co-Lead Counsel and GM the particulars of the proposed distribution of settlement payments to Eligible Claimants. No distribution of settlement monies from the escrow account shall occur without the express written approval of both Co-Lead Counsel and GM. The Settlement Administrator shall distribute settlement payments to Eligible Claimants as soon as practicable following the express written approval of both Co-Lead Counsel and GM.
- 7.16 The Settlement Administrator shall pay an Eligible Claim via issuance of a cheque sent by regular mail to the mailing address provided by the Eligible Claimant or by direct deposit to the bank account provided by the Eligible Claimant. Cheques not cashed by an Eligible Claimant within one-hundred and eighty (180) days of issuance will become stale-dated, not eligible for redemption and form part of the Unclaimed Balance. There will be no obligation to reissue stale-dated cheques.
- 7.17 Upon the completion of the Claims Program, Claimants shall be able to view the Settlement Website or otherwise contact the Settlement Administrator for information about their Claim.
- 7.18 The Settlement Administrator shall prepare periodic reports on the progress and status of the Claims Program that shall be provided to GM and Co-Lead Counsel. Unless otherwise reasonably requested by GM or Co-Lead Counsel, the Settlement Administrator shall provide its first report one (1) month after the commencement of the Claims Program, and every month thereafter until one-hundred and eighty (180) days after the issuance of payments to Eligible Claimants. These reports shall include information sufficient to allow GM and Co-Lead Counsel to assess the Claims Program's progress. The Parties may request that the Settlement Administrator include specific information within the reports to facilitate the assessment of the Claim Program's progress.
- 7.19 When the Claims Program is concluded, the Settlement Administrator is to provide a final report to the Courts, GM and Co-Lead Counsel, detailing the number of

Eligible Claimants that received benefits under the Settlement, the total value of those benefits in each Subclass and the individual payments to be made to each Eligible Claimant in each Subclass. After one-hundred and eighty (180) days have passed since the issuance of payments to Eligible Claimants, the Settlement Administrator is to promptly provide a report to GM and Co-Lead Counsel including an accounting of the Unclaimed Balance.

7.20 No materials submitted by any Claimant will be returned to such Claimant. The Settlement Administrator shall be permitted to dispose of any materials submitted by a Claimant after the conclusion of the Claims Program.

7.21 Any personal information acquired as the result of this Settlement Agreement shall be used solely for purposes of evaluating Claims and paying Eligible Claims under this Settlement Agreement. All information relating to the Claims Program and processing is confidential and proprietary and shall not be disclosed, except as necessary, to the Settlement Administrator, GM, Co-Lead Counsel, and the Courts in accordance with the terms of this Settlement Agreement, and as required by legal process or by GM to comply with obligations to regulators in Canada. The Settlement Administrator shall take security measures to prevent unauthorized access to personal information it obtains under this Settlement Agreement, as well as to prevent the loss, destruction, falsification, and leakage of such personal information.

8. COOPERATION TO ANNOUNCE AND IMPLEMENT THE SETTLEMENT

8.1 The Parties agree to collaborate and cooperate regarding the form and content of all proposed orders submitted to the Courts in the Actions and to the courts in the Related Actions. The form and content of all such proposed orders shall be approved by the Parties before they are submitted to a court.

8.2 Subject to the termination rights set out in Section 13, the Parties and their successors, assigns, and counsel agree to use best and good faith efforts to obtain prompt approval of this Settlement Agreement by the Courts without modification.

- 8.3 The Parties shall cooperate in the preparation of, and approve, a joint or respective press release, that is substantially in the form attached to this Settlement Agreement as **Schedule “F”**, announcing this Settlement following the entry of the Certification Orders by both Courts.
- 8.4 The Parties shall cooperate in the preparation of, and approve, a joint or respective press release, that is substantially in the form attached to this Settlement Agreement as **Schedule “G”**, providing a reminder to Settlement Class Members to file Claims following the entry of the Approval Orders by both Courts and before the Claims Deadline.
- 8.5 Aside from such joint or respective press releases, neither the Parties nor Actions Counsel shall issue (or cause any other person to issue) any other press release concerning this Settlement, unless otherwise agreed to in writing by the Parties.
- 8.6 The Parties and their respective counsel will cooperate with each other, act in good faith, and use commercially reasonable efforts to implement the Claims Program in accordance with the terms and conditions of this Settlement Agreement as soon as reasonably practicable after the Effective Date.
- 8.7 The Parties agree to cooperate and make all reasonable efforts to ensure the timely and expeditious administration and implementation of this Settlement Agreement and to ensure that the costs and expenses incurred, including the Administration Expenses, are reasonable.
- 8.8 The Parties and their successors, assigns, and counsel undertake to implement the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement. Counsel for GM and Co-Lead Counsel shall, upon the request of the other, meet and confer by telephone to discuss the implementation of this Settlement Agreement and to attempt to resolve any issues raised by the Parties, Settlement Class Members, or Settlement Administrator.

8.9 In the event that the Parties are unable to reach an agreement on the form or content of any document needed to implement this Settlement Agreement, or on any supplemental provisions that may become necessary to implement the terms of this Settlement Agreement, GM and Co-Lead Counsel may seek the assistance of the Courts to resolve such matters.

9. NOTICE TO THE CLASS

9.1 **Notice Program.** The Notice Program utilized to provide notice of this Settlement to the Settlement Class shall be approved in the Certification Orders. Following the entry of the Certification Orders, the Notice Program shall be effectuated in the manner directed and approved by the Courts. The Parties agree that the Notice Program and methods of notice therein described are valid and effective to provide practicable notice to the Settlement Class.

9.2 GM shall have no additional obligations to pay for any aspect of the Notice Program other than paying the Preliminary Administrative Expenses, and, if all conditions are met, the balance of the Settlement Fund Amount. The Parties shall have the right but not the obligation to monitor, inspect and audit the costs associated with the Notice Program.

9.3 **Settlement Class Information.** Based on customer contact information in GM's possession, to the extent such information was registered by customers with GM, GM will make reasonable efforts to compile a list of names, email addresses and mailing addresses of Settlement Class Members. This information shall be delivered to the Settlement Administrator prior to the date the Certification Notice is to be disseminated pursuant to the Notice Program.

9.4 If this Settlement Agreement is terminated or invalidated, all information provided by GM pursuant to Section 9.3 shall be destroyed forthwith, no record of the information so provided shall be retained by Actions Counsel or the Settlement Administrator in any form whatsoever.

9.5 The Parties will work co-operatively to leverage existing data which GM may have in its possession that can be used by the Settlement Administrator to find efficient ways to effect notice and assist Claimants in filling out Claim Forms, including, but not limited to (a) utilizing ownership and lessee data, including email, if available, to provide direct notice to Settlement Class Members; and (b) providing the data to the Settlement Administrator to “auto-populate” Claim Forms, to the extent possible in accordance with Canadian law and privacy obligations.

9.6 **Certification Notice.** Details regarding the Short-Form Certification Notice and a Long-Form Certification Notice are set forth below:

9.6.1 **Short-Form Certification Notice.** Short-Form Certification Notices in English and French shall be disseminated in accordance with the Notice Program. These Short-Form Certification Notices shall include details of where to access the Settlement Website on which English and French versions of the Long-Form Certification Notice shall be made available. The Short-Form Certification Notice shall be substantially in the form attached to this Settlement Agreement as **Schedule “B”**.

9.6.2 **Long-Form Certification Notice.** The Long-Form Certification Notice shall: (a) state that this Settlement Agreement is contingent upon entry of the Required Orders; (b) advise Settlement Class Members that they may elect to opt out of the Settlement Class by submitting a written statement providing the information required by Section 10.3 to the Settlement Administrator prior to the Opt Out Deadline; (c) advise Settlement Class Members that they may object to this Settlement Agreement by submitting a written statement of objection clearly specifying the grounds for the objection and providing the information required by Section 10.3 to the Settlement Administrator no later than the Objection Deadline; (d) advise that any Settlement Class Member may enter an appearance at the Settlement Approval Motion, including through counsel of their choice at their own expense; and (e) state that any Settlement Class Member who does not give proper and timely notice of their intention to opt out of the Settlement Class will be bound

by the Approval Orders in the Actions, including the Settlement Class Release included therein. The Long-Form Certification Notice shall be substantially in the form attached to this Settlement Agreement as **Schedule “C”**. The Long-Form Certification Notice shall be posted on the Settlement Website and shall be emailed or mailed to any Person requesting a copy from the Settlement Administrator.

9.7 **Settlement Phone Number.** The Settlement Administrator shall establish and manage a Canadian toll-free phone number as soon as reasonably practicable after the entry of the Certification Orders which Settlement Class Members can call to receive automated information in English and French about (among other things): (a) this Settlement Agreement, including information about eligibility for benefits; (b) obtaining the Long-Form Certification Notice of this Settlement Agreement described in Section 9.6.2 or any other materials described in Section 9.6; (c) the Objection Deadline and Opt-Out Deadline; (d) how to submit a Claim; and (e) the dates of relevant Court proceedings, including the Settlement Approval Motion (the “**Settlement Phone Number**”). The information accessible through the Settlement Phone Number shall be agreed to by the Parties in writing with the Settlement Administrator prior to the establishment of the Settlement Phone Number.

9.8 **Settlement Website.** The Settlement Website shall be functional and accessible as soon as practicable after the entry of the Certification Orders. The domain name of the Settlement Website must be approved by the Parties in writing. The Settlement Website will have additional functionality to facilitate the submission of Claims as soon as reasonably practicable following the Effective Date. The Settlement Website shall include, in PDF format, content agreed upon by the Parties and/or as required by the Court, and shall inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, the precise content of which shall be subject to written approval of the Parties, including, but not limited to, the following information once known and/or existing:

9.8.1 The Opt-Out Deadline, the Objection Deadline, the Claims Deadline, and the Final Recall Repair Date;

- 9.8.2 The procedure for opting out of, or objecting to, the Settlement;
- 9.8.3 The date of the Settlement Approval Hearing;
- 9.8.4 Contact information for the Settlement Administrator including the Settlement Phone Number and an email address through which Settlement Class Members may send questions to the Settlement Administrator;
- 9.8.5 Copies of this Settlement Agreement with signatures redacted, the Certification Notice, the Approval Notice, the Certification Orders and the Approval Orders;
- 9.8.6 Instructions on how to obtain benefits under this Settlement;
- 9.8.7 A searchable VIN interface (i.e. VIN Look-Up) to identify Subject Vehicles included within the scope of the Settlement Agreement;
- 9.8.8 A mechanism by which Claimants can electronically submit Claim Forms to pursue a Claim;
- 9.8.9 A mechanism by which Settlement Class Members can sign up to receive updates about the Settlement by inputting their contact information and contact preferences, which information will be stored in accordance with a posted privacy policy;
- 9.8.10 Any orders issued in the Actions or Related Actions relevant to this Settlement; and
- 9.8.11 Any other information the Parties determine is relevant to the Settlement.

9.9 **Settlement Approval Notice.** The Settlement Administrator shall disseminate the Approval Notice in English and French in accordance with the Notice Program. The Settlement Approval Notice shall: (i) advise Settlement Class Members that this Settlement Agreement has been approved by the Courts in the Approval Orders; and (ii) include details of how to make a Claim and where to access the Settlement

Website. The Settlement Approval Notice shall be substantially in the form attached to this Settlement Agreement as **Schedule “D”**.

10. SETTLEMENT CLASS MEMBERS’ RIGHTS TO OPT OUT AND OBJECT

10.1 The Settlement Administrator shall receive any (a) written elections to opt out of the Settlement Class and (b) objections to this Settlement.

10.2 To be valid, elections to opt out of the Settlement Class and objections to this Settlement must be received by the Settlement Administrator by mail, courier, or e-mail on or before the Opt-Out Deadline or Objection Deadline, as applicable.

10.3 All written elections to opt out of the Settlement Class and objections to this Settlement Agreement shall be personally signed by the purported Settlement Class Member and shall include the following:

10.3.1 The purported Settlement Class Member’s name, mailing address, telephone number, and e-mail address (if available);

10.3.2 Proof that the Person is a Settlement Class Member, including proof of the dates of ownership or lease of the Subject Vehicle and a statement that the Person is not an Excluded Person;

10.3.3 The make, model, model year, and VIN of the Person’s Subject Vehicle;

10.3.4 A statement that the purported Settlement Class Member elects to be excluded from the Settlement Class, or a brief statement of the nature of and reason for the objection to this Settlement, as applicable;

10.3.5 If objecting to this Settlement, whether the potential Settlement Class Member intends to appear in person or by counsel at the Settlement Approval Hearing, and if appearing by counsel, the name, address, telephone number, and e-mail address of counsel.

10.4 Notwithstanding Section 10.3, if the purported Settlement Class Member is deceased, a minor, or otherwise incapable of making their own election to opt out or

their own written objection to this Settlement, the information required by Section 10.3 must be provided along with the contact information of the person acting on behalf of the purported Settlement Class Member, together with a copy of the power of attorney, court order, or other authorization serving as the proposed basis for permitting such person to represent the purported Settlement Class Member. A power of attorney will not be recognized as valid by the Settlement Administrator in the place of a signature of a purported Settlement Class Member, except in the circumstances set out in this Section.

- 10.5 Settlement Class Members who elect to opt out of the Settlement Class may re-elect in writing to become Settlement Class Members, if their re-election request is received by the Settlement Administrator on or before the Opt-Out Deadline or, thereafter, only by order of the applicable Court depending on whether they claim to be members of the National Settlement Class or the Québec Settlement Class, or by written agreement of GM and Co-Lead Counsel.
- 10.6 Any Settlement Class Member who elects to opt out of the Settlement Class may not also object to this Settlement Agreement, subject to Section 10.5. If a Settlement Class Member elects to opt out of the Settlement Class and also objects to this Settlement Agreement, the opt out election shall supersede the objection and the objection shall be deemed withdrawn.
- 10.7 All Settlement Class Members who do not opt out in a timely and proper manner will, in all respects, be bound as of the Effective Date by all terms of this Settlement Agreement, as approved by the Courts in the Approval Orders.
- 10.8 Any Settlement Class Member who objects to this Settlement shall be entitled to all of the benefits of the Settlement if this Settlement Agreement and the terms contained herein are approved by the Courts in the Approval Orders, as long as the objecting Settlement Class Member complies with all requirements of this Settlement Agreement applicable to Settlement Class Members, including the timely submission of a Claim and other requirements herein.

- 10.9 The Settlement Administrator shall provide copies of all opt-out elections and objections categorized by Subject Vehicle to GM counsel and Co-Lead Counsel on a weekly basis after their receipt. Wherever reasonably possible, such copies shall be provided in electronic form and in a manner that minimizes expense.
- 10.10 The Settlement Administrator shall, no later than seven (7) days before the Settlement Approval Hearing, provide to GM and Co-Lead Counsel and file with the Court an affidavit reporting on the number of opt-out elections and re-elections received on or before the Opt-Out Deadline, and compiling all of the written objections received on or before the Objection Deadline, and to the extent possible, detailing the number of opt-outs and written objections categorized by Subject Vehicle.
- 10.11 The Parties have agreed to a confidential number of Opt-Outs, and will provide this number to both Courts in a document to be kept under seal by both Courts pursuant to the Parties' joint request until the Settlement Approval Hearings. If the number of Opt-Outs is greater than the confidential number agreed to by the Parties, then GM shall have the unilateral right, but not the obligation, to terminate this Settlement Agreement. GM shall advise the Courts and Co-Lead Counsel, in writing, of any election under this Section within three (3) days after receiving the affidavit of the Settlement Administrator referred to in Section 10.10. In such event, this Settlement Agreement shall be null, void, of no force or effect, and may not be offered or received into evidence or utilized for any other purpose in the Actions, Related Actions or in any other claim, action, suit or proceeding.

11. SETTLEMENT CLASS MEMBERS' RELEASE

- 11.1 The Parties agree that the Settlement Class Members' Release as set forth in this Section 11 inclusive of 11.1 to 11.17, shall take effect upon the Effective Date.
- 11.2 It is a fundamental condition of this Settlement and the intention of the Parties that any and all class or representative claims, suits, actions or proceedings for wrongful death, personal injury (and related family/dependent claims), and/or actual physical property damage arising from a motor vehicle accident involving a Subject Vehicle

shall be removed, dismissed or discontinued through a Final Amendment Order or Final Discontinuance Order, and that such claims, suits, actions or proceedings be permitted to proceed as individual claims, suits, actions, or proceedings only.

11.3 In consideration of this Settlement Agreement inclusive of the valuable consideration from GM set forth herein at Sections 4, 5, 6, 11 and elsewhere, effective automatically as of the Effective Date, the Releasing Parties fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands, actions, arbitrations, mediations, liabilities, suits, petitions, rights, damages and causes of action, whether known or unknown, that they may have, purport to have, or may have hereafter against any and all Released Parties, arising out of, due to, resulting from, connected with, or involving or relating in any way to, directly or indirectly, the subject matter of the Actions, Related Actions or Recalls (individually and collectively, the “**Released Claims**”). Released Claims include, without limitation, any and all claims, demands, actions, or causes of action of any kind or nature whatsoever, whether in law or in equity, known or unknown, direct, indirect or consequential, liquidated or unliquidated, past, present or future, foreseen or unforeseen, developed or undeveloped, contingent or non-contingent, suspected or unsuspected, derivative or direct, asserted or un-asserted, whether or not concealed or hidden, due to, resulting from, connected with, or involving or relating in any way to, directly or indirectly, the subject matter of the Actions, Related Actions or Recalls, including without limitation (a) any claims that were or could have been asserted in the Actions or Related Actions or were the subject matter of the Actions, the Related Actions, or the Recalls, including, but not limited to, those relating to the design, manufacturing, advertising, testing, marketing, functionality, servicing, loss of use or enjoyment (due to alleged mental/emotional/psychological distress, anxiety, fear or otherwise), sale, lease and/or resale of the Subject Vehicles or alleged mental/emotional/psychological distress, anxiety, or fear not attributable to a motor vehicle accident involving a Subject Vehicle; and (b) any claims for fines, penalties, criminal assessments, economic damages, punitive damages, exemplary damages, liens, injunctive relief, counsel, expert, consultant, or other litigation fees or costs (other than the

Settlement Fund Amount and Plaintiffs' Counsel Fee Amount to be awarded by the Courts in connection with this Settlement Agreement), and any other liabilities that were or could have been asserted in any civil, criminal, administrative, or other proceeding, including arbitration. Released Claims also include without limitation any and all such claims, demands, actions, or causes of action regardless of the legal or equitable theory or nature on which they are based or advanced including without limitation legal and/or equitable theories under any federal, provincial, territorial, municipal, local, tribal, administrative or international law, statute, ordinance, code, regulation, contract, common law, equity, or any other source, and whether based in strict liability, negligence, gross negligence, punitive damages, nuisance, trespass, breach of warranty, misrepresentation, tort, breach of contract, fraud, breach of statute, or any other legal or equitable theory, whether existing now or arising in the future, that arise from or in any way relate to the subject matter of the Actions, Related Actions, and/or Recalls.

- 11.4 Notwithstanding the foregoing, this Settlement Agreement does not release, and the definition of Released Claims does not include, any individual claims for wrongful death, personal injury (and related family/dependent claims) or actual physical property damage arising from a motor vehicle accident involving a Subject Vehicle, but does release, and the definition of Released Claims does include, class or representative claims for wrongful death, personal injury (and related family/dependent claims) and/or actual physical property damage arising from a motor vehicle accident involving a Subject Vehicle. For the avoidance of doubt, a Settlement Class Member may pursue an individual claim or proceeding for wrongful death, personal injury (and related family/dependent claims) and/or actual physical property damage arising from a motor vehicle accident involving a Subject Vehicle, but a Settlement Class Member shall not threaten, commence, participate in (as a class member or otherwise), continue, or act as a class representative or in any representative capacity in, any class or representative claim, suit, action or proceeding involving such claims against any Released Party anywhere, and shall cause any such claim, suit, action or proceeding to come to an end, with prejudice where available, consistent with Section 14.1.

- 11.5 No Settlement Class Member shall recover, directly or indirectly, any sums for Released Claims from the Released Parties, other than sums received under this Settlement Agreement, and the Released Parties shall have no obligation to make any payments to any non-parties for liability arising out of Released Claims by operation of this Settlement Agreement. For the avoidance of doubt, Co-Lead Counsel and the Settlement Class Representatives expressly understand and acknowledge that they and/or other Releasing Parties 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 Actions, the Related Actions, the Recalls and/or the Settlement Class Members' Release. Nevertheless, it is the intention of Co-Lead Counsel and the Settlement Class Representatives in executing or authorizing the execution of this Settlement Agreement and obtaining the Approval Orders that the Releasing Parties shall fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit 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 Released Claims.
- 11.6 The Releasing Parties 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 other proceeding, whether in Canada or elsewhere, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other Person, with respect to the claims, causes of action, and/or any other matters subject to the Settlement Class Members' Release. To the extent that the Releasing Parties have initiated, or caused to be initiated, any suit, action, or proceeding not already encompassed by the Actions, the Related Actions or the Recalls, whether in Canada or elsewhere, they shall cause such suit, action, or proceeding to come to an end, with prejudice where available, consistent with Section 14.1.
- 11.7 If a Releasing Party commences, files, initiates, or institutes any new legal action or other proceeding for any Released Claim against any Released Party in any federal,

provincial, or territorial court, arbitral tribunal, or administrative or other forum, whether in Canada or elsewhere, (a) such legal action or other proceeding shall, at that Releasing Party's cost, be brought to an end, with prejudice where available, consistent with Section 14.1; and (b) if permitted by law, the respective Released Party shall be entitled to recover any and all related costs and expenses, including legal costs and disbursements, from that Releasing Party arising as a result of that Releasing Party's breach of their obligations under this Settlement Class Members' Release and the Settlement Agreement, provided that the Released Party provides written notice to the Releasing Party of their alleged breach and an opportunity to cure the breach.

11.8 For the avoidance of doubt, each Releasing Party is prohibited from instituting, continuing, maintaining or asserting, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any suit, action, proceeding, cause of action, claim, or demand against any Released Party or any other Person who may claim contribution, indemnity or other claims of relief over from any Released Party, in respect of any matter related to the Released Claims, and any such claim shall be immediately brought to an end consistent with Section 14.1 and the Parties shall cooperate and request any court in which such claim is or has been commenced to order the immediate dismissal of same with prejudice. Notwithstanding the foregoing, this Section does not apply to preclude the continuation of any suit, action, or proceeding, whether in Canada or elsewhere, as to any claim that is not a Released Claim.

11.9 Settlement Class Members expressly agree that this Settlement Class Members' Release, the Certification Orders and the Approval Orders are, will be, and may be raised as a complete defence to, and will preclude, any action or proceeding specified in, or involving claims encompassed by, this Settlement Class Members' Release whether in Canada or elsewhere, without regard to whether any Settlement Class Member submits a Claim, has a Claim rejected by the Settlement Administrator, or receives any payment pursuant to this Settlement.

- 11.10 The Releasing Parties expressly waive, relinquish, release with prejudice, and covenant not to exercise, and shall be deemed to have waived, relinquished, released with prejudice, and covenanted not to exercise, any and all rights and/or claims that they may have under any law, statute, regulation, adjudication, quasi-adjudication, decision, administrative decision, common law principle, or any other theory or source, that would otherwise limit the effect of the Settlement Class Members' Release, including but not limited to any law that might limit a release to those claims or matters actually known or suspected to exist at the time of execution of the release.
- 11.11 The Settlement Class Members who are not Opt-Outs represent and warrant that they are the sole and exclusive owners and holders of any and all Released Claims released under this Settlement Agreement. The Settlement Class Members who are not Opt-Outs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, subrogated or encumbered, whether through insurance, indemnification, or otherwise, any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Actions, Related Actions, Recalls or their Released Claims, including without limitation, any claim for benefits, proceeds, or value under the Actions, the Related Actions or due to the Recalls, and that they are not aware of any insurers, indemnitors, subrogees, or anyone other than themselves claiming any interest, in whole or in part, in the Actions, Related Actions, Recalls or their Released Claims or in any benefits, proceeds, or values to which they may be entitled under the Actions, Related Actions, Recalls or as a result of their Released Claims.
- 11.12 Without in any way limiting its scope, and except with respect to the Plaintiffs' Counsel Fee Amount, the Settlement Class Members' Release includes, by example and without limitation, a release of Released Parties by the Releasing Parties from any and all claims for counsel's fees, costs, expert fees, consultant fees, interest, litigation fees, costs or any other fees, costs and/or disbursements incurred by any lawyers, Co-Lead Counsel, Actions Counsel, Settlement Class Representatives or

Settlement Class Members who claim to have assisted in conferring the benefits under this Settlement upon the Settlement Class.

- 11.13 Any and all benefits paid by GM pursuant to this Settlement Agreement are (a) in full, complete, and total satisfaction of all of the Released Claims of the Releasing Parties against the Released Parties, and (b) sufficient and adequate consideration for each and every term of the Settlement Class Members' Release. The Settlement Class Members' Release shall be irrevocably binding upon all Releasing Parties.
- 11.14 This Settlement Class Members' Release shall be effective with respect to all Releasing Parties, including all Settlement Class Members who do not opt out, regardless of whether those Settlement Class Members submit a Claim, have their Claim rejected by the Settlement Administrator, or receive compensation under this Settlement Agreement.
- 11.15 Nothing in the Settlement Class Members' Release shall preclude any action to enforce the terms of this Settlement Agreement, or claims arising out of, based upon, relating to, concerning, or in connection with the interpretation or enforcement of the terms of this Settlement. Nothing in the Approval Orders shall bar any action by any of the Parties to enforce or effectuate the terms of this Settlement Agreement and the Approval Orders.
- 11.16 The Settlement Class Representatives and Co-Lead Counsel hereby agree and acknowledge that this Section 11 was separately bargained for and constitutes a key, material term of this Settlement Agreement, and shall be reflected in the Approval Orders.
- 11.17 A Settlement Class Member shall fully indemnify the Released Parties and hold the Released Parties harmless for any breach by the Settlement Class Member of this Settlement Agreement including, without limitation, full indemnification of the Released Parties for all legal costs and disbursements incurred by the Released Parties to enforce this Settlement Agreement.

12. PLAINTIFFS' COUNSEL FEE AMOUNT

- 12.1 Pursuant to motions brought before the Courts without any opposition from GM, Co-Lead Counsel shall seek the Plaintiffs' Counsel Fee Amount Orders. The monies awarded by the Courts through the Plaintiffs' Counsel Fee Amount Orders shall be the sole compensation paid by GM to all lawyers who represent any Person asserting economic loss claims pertaining to the Actions and the Related Actions. In no event and under no circumstances shall GM pay any amount in counsel fees and expenses greater than the Maximum Plaintiffs' Counsel Fee Amount.
- 12.2 Co-Lead Counsel agree and covenant that, regardless of any orders, judgments, decisions, awards, or any other basis, they shall not claim, seek, attempt to recover, accept, execute on, or collect on any costs or fees in excess of the Maximum Plaintiffs' Counsel Fee Amount.
- 12.3 The Plaintiffs' Counsel Fee Amount is payable by GM by the later of thirty (30) days after the Effective Date or the entry of both Plaintiffs' Counsel Fee Amount Orders. If the Required Orders do not become Final, the Effective Date is not achieved or both Plaintiffs' Counsel Fee Amount Orders are not entered, GM shall have no obligation to pay any of the Plaintiffs' Counsel Fee Amount.
- 12.4 The Plaintiffs' Counsel Fee Amount paid by GM to Co-Lead Counsel shall be allocated by Co-Lead Counsel among any and all plaintiffs' counsel, including Co-Lead Counsel and Actions Counsel, who represent any Person in the Actions and Related Actions, including purported Settlement Class Members, as Actions Counsel deem fit. The Settlement Agreement shall not be in any way affected by, nor shall any of the Released Parties have any liability for, any dispute that exists or later arises with respect to the distribution or allocation of the Plaintiffs' Counsel Fee Amount.
- 12.5 The proceedings related to Co-Lead Counsel's request for the Courts' approval of the Plaintiffs' Counsel Fee Amount are to be considered separately from the Courts' approval of the Settlement. The Plaintiffs' Counsel Fee Amount Orders are to be separate and distinct from the Approval Orders so that any appeal from the

Plaintiffs' Counsel Fee Amount Orders shall not constitute an appeal of the Approval Orders. Any order or proceedings relating to Co-Lead Counsel's request for the Courts' approval of the Plaintiffs' Counsel Fee Amount, or any appeal from the Plaintiffs' Counsel Fee Amount Orders, or reversal or modification thereof, shall not operate to terminate, cancel, or modify this Settlement Agreement, or affect or delay the entry of the Required Orders.

13. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT

- 13.1 The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and, if necessary, approval by the Courts, provided, however, that after entry of the Approval Orders, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all schedules and exhibits hereto) without further notice to the Settlement Class Members or approval by the Court if such changes are consistent with the Approval Orders and do not limit the rights of Settlement Class Members under this Settlement Agreement.
- 13.2 GM shall have the right, in its sole discretion, to terminate this Settlement Agreement in the event any of the following conditions occur: (a) one or more of the Required Orders are not entered or do not become Final; (b) the Plaintiffs' Counsel Fee Amount Orders award a Plaintiffs' Counsel Fee Amount in excess of the Maximum Plaintiffs' Counsel Fee Amount; (c) any portion or provision of the Settlement Class Members' Release detailed in Section 11 is held in whole or in part to be invalid, illegal or unenforceable in any respect; (d) more than a confidential number of Settlement Class Members opt out of the Settlement as provided for in Section 10.11; and/or (e) the confidentiality provision stipulated in Section 15.13 of this Settlement Agreement is violated.
- 13.3 This Settlement Agreement shall terminate at the discretion of GM, or the Settlement Class Representatives, through Co-Lead Counsel, if: (a) a court, or any appellate court therefrom, rejects, nullifies, modifies, refuses to enforce, or denies

approval of any portion of this Settlement Agreement (with the exception of the timing of the Settlement Class Notices, Opt-Out Deadline, or Objection Deadline); or (b) a court, or any appellate court therefrom, does not enter or completely affirm, or alters, nullifies, narrows, expands, or refuses to enforce, any portion of the Required Orders (with the exception of the timing of the Settlement Class Notices, Opt-Out Deadline, or Objection Deadline). The terminating Party must exercise the option to withdraw from and terminate this Settlement Agreement, as provided in this Section, in writing served on the other Parties no later than twenty (20) business days after receiving notice of the event prompting the termination.

13.4 If an option to withdraw from and terminate this Settlement Agreement arises under Section 13, neither GM nor the Settlement Class Representatives are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

13.5 If this Settlement Agreement is terminated pursuant to this Section 13, then:

13.5.1 the Parties shall be returned to their positions *status quo ante* with respect to the Actions and Related Actions;

13.5.2 this Settlement Agreement shall be null and void and shall have no force or effect, and no Party to this Settlement Agreement shall be bound by any of its terms, except for the terms of 5.5, 6.5.3, 7.21, 9.4, 11.16, 11.17, 15.1, 15.2, 15.10 and 15.13, and the definitions and any exhibits and schedules applicable thereto;

13.5.3 no motion or application to certify or authorize an Action or Related Action as a class action on the basis of the Settlement Agreement shall proceed;

13.5.4 any order certifying or authorizing an Action as a class action on the basis of the Settlement Agreement, and any other settlement-related orders or judgments entered in the Actions after the date of execution of this Settlement Agreement, shall be null and void and shall have no force or effect and the Parties shall cooperate with each other to carry out any necessary changes in court files to give effect to this provision;

13.5.5 all of the provisions of this Settlement Agreement, and all negotiations, statements, and proceedings relating to it, shall be without prejudice to the rights of GM, the Settlement Class Representatives, and any Settlement Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement;

13.5.6 the Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, and arguments in support of, all defences, arguments, and motions as to all causes of action and claims that have been or might later be asserted in the Actions or Related Actions, including, without limitation, the argument that the Actions or Related Actions may not be litigated as class actions;

13.5.7 the Settlement Class Representatives, and all Settlement Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of action or remedies that have been or might later be asserted in the Actions or Related Actions including, without limitation, any argument concerning class certification/authorization, liability, or damages;

13.5.8 neither this Settlement Agreement, the fact of its having been entered into, nor the negotiations leading to it shall be admissible or entered into evidence for any purpose whatsoever;

13.5.9 within ten (10) business days, Actions Counsel shall return, or cause to be returned, to GM any and all amounts paid in respect of the Plaintiffs' Counsel Fee Amount and the Settlement Administrator shall return, or cause to be returned, to GM any unearned or unspent portion of the Settlement Fund Amount or Preliminary Administrative Expenses; and

13.5.10 within ten (10) business days, Actions Counsel and the Settlement Administrator shall destroy all non-public information provided to them by GM in

connection with this Settlement and its negotiation and, to the extent Actions Counsel and/or the Settlement Administrator have disclosed any non-public information provided by GM in connection with this Settlement Agreement, Actions Counsel and/or the Settlement Administrator shall recover and destroy such information. Actions Counsel and the Settlement Administrator shall provide GM with a written certification of such destruction.

14. TERMINATION OF ACTIONS AND JURISDICTION OF THE COURTS

- 14.1 Co-Lead Counsel and GM agree to cooperate and take all steps as are necessary to give effect to this Settlement Agreement and to bring a final end to, without costs, without reservation and, where available, with prejudice, all Released Claims by any Settlement Class Member in the Actions, the Related Actions and in any other pending or future litigation in any way related to the Released Claims. The Parties agree that the conclusion of any litigation as set out in this Section 14 shall not alter, negate or otherwise have any impact or effect on the Settlement Class Members' Release.
- 14.2 The Courts shall retain exclusive jurisdiction over any Discontinuance Order, Amendment Order, Certification Orders, Approval Orders, and Plaintiffs' Counsel Fee Amount Orders issued in the Actions commenced in their respective jurisdictions. The Ontario Superior Court of Justice shall retain ongoing and exclusive jurisdiction to resolve any dispute that may arise in relation to the validity, performance, interpretation, enforcement, enforceability, or termination of this Settlement Agreement and no Party shall oppose the reopening and reinstatement of an Action for the purposes of giving effect to this Section 14, except that any dispute specifically related to the Claim of a member of the Québec Settlement Class shall be determined by the Superior Court of Québec.
- 14.3 If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable

opportunity to cure such breach before taking any action to enforce any rights under this Settlement Agreement.

14.4 In the event any one or more of the provisions contained in this 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 any other provision if the Parties agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement.

15. OTHER GENERAL TERMS AND CONDITIONS

15.1 This Settlement Agreement makes no factual findings or conclusions of law. It is agreed that, whether or not this Settlement Agreement is approved, terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by any of the Released Parties, or of the truth of any of the claims or allegations contained in the Actions, the Related Actions or in any pleading or civil, criminal, regulatory or administrative proceeding filed against any Released Party. Nor shall this Settlement Agreement be deemed an admission by any Party as to the merits of any claim or defense. GM has denied and continues to deny each and all of the claims and contentions alleged in the Actions and the Related Actions, and has denied and continues to deny that GM has committed any violation of law or engaged in any wrongful act that was alleged, or that could have been alleged, in the Actions or the Related Actions. GM believes that it has valid and complete defenses to the claims asserted in the Actions and the Related Actions, and denies that GM committed any violations of law, engaged in any unlawful act or conduct, or that there is any basis for liability for any of the claims that have been, are, or might have been alleged in the Actions or the Related Actions. GM further believes that no class could be certified/authorized or maintained for litigation or for trial. Nonetheless, GM has concluded that it is desirable that the Actions and the Related

Actions be fully and finally settled on the terms and conditions set forth in this Settlement Agreement.

- 15.2 It is agreed that, whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence, or received in evidence in any present, pending or future civil, criminal, regulatory, or administrative action or proceeding, except in a proceeding to approve, implement, and/or enforce this Settlement Agreement, or as otherwise required by law or as provided in this Settlement Agreement.
- 15.3 This Settlement Agreement shall be binding upon, and enure to the benefit of GM, the Settlement Class Representatives, and all Settlement Class Members, and their respective agents, heirs, executors, administrators, successors, transferees, and assigns.
- 15.4 The representations and warranties made throughout this Settlement Agreement shall survive the execution of this Settlement Agreement and shall be binding upon the respective heirs, representatives, successors, and assigns of the Parties.
- 15.5 The Settlement Class Representatives agree and specifically represent and warrant that they have discussed with Co-Lead Counsel the terms of this Settlement Agreement and have received legal advice with respect to the advisability of entering into this Settlement Agreement and the Settlement Class Members' Release, and the legal effect of this Settlement Agreement and the Settlement Class Members' Release.
- 15.6 Co-Lead Counsel acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement, to recommend the approval of this Settlement Agreement to the Courts, and that they execute this Settlement Agreement freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, promises, or

inducements made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

- 15.7 Co-Lead Counsel represent that (a) Co-Lead Counsel are authorized by the plaintiffs in the Actions and the Related Actions to enter into this Settlement Agreement; and (b) Co-Lead Counsel are seeking to protect the interests of the Settlement Class.
- 15.8 Co-Lead Counsel further represent that the Settlement Class Representatives: (a) have agreed to serve as representatives of the Settlement Class proposed to be certified herein; (b) are willing, able, and ready to perform all of the duties and obligations of representatives of the Settlement Class; (c) have authorized Co-Lead Counsel to execute this Settlement Agreement on their behalf; and (d) shall remain and serve as representatives of the Settlement Class and Subclasses until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that Settlement Class Representatives cannot represent the Settlement Class.
- 15.9 The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any other prior, subsequent or concurrent breach of this Settlement Agreement.
- 15.10 If the Effective Date does not occur, or the Settlement is terminated pursuant to Section 13, then this Settlement Agreement, and the certification of the Settlement Class (and Subclasses) provided for herein, shall be vacated and the Actions and Related Actions shall proceed as though the Settlement Class (and Subclasses) had never been certified, without prejudice to any Party's position on the issue of class certification/authorization or any other issue. The Parties shall cooperate with each other to carry out the necessary changes in court files to give effect to this provision.
- 15.11 All time periods in this Settlement Agreement shall be computed in calendar days unless expressly provided otherwise. Also, unless otherwise provided in this

Settlement Agreement, in computing any period of time in this Settlement Agreement or by order of a Court, the day of the act or event shall not be included, and the last day of the period shall be included, unless it is a Saturday, a Sunday, or a Canadian statutory holiday, or, when the act to be done is a court filing, a day on which the court is closed, in which case the period shall run until the end of the next day that is not one of the aforementioned days.

- 15.12 The Parties reserve the right to agree in writing to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.
- 15.13 The Parties agree that confidential information made available to them solely through the settlement process was made available on the condition that it not be disclosed to third-parties. Information provided by GM, Co-Lead Counsel, Actions Counsel, any individual Settlement Class Member, or counsel for any individual Settlement Class Member pursuant to the negotiation and implementation of this Settlement Agreement, including trade secrets and confidential and proprietary business information, shall be kept strictly confidential, except as may be expressly required (i) by law, (ii) by applicable provincial rules of professional responsibility, (iii) order of a court of competent jurisdiction over disclosing party's objection and after at least twenty-one (21) days prior written notice to GM and its counsel and a reasonable opportunity to intervene, (iv) with the express written consent of GM, directly or through its counsel, or (v) as otherwise described in this Settlement Agreement. In no circumstances shall any confidential information be disclosed for any reason without GM's prior written authorization.
- 15.14 The Parties and their counsel agree to keep the existence and contents of this Settlement Agreement confidential until the date on which the motions for the Certification Orders are filed; provided, however, that this Section shall not prevent GM from disclosing such information, prior to that date, to provincial and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers or attorneys, or if required by law or regulation. Nor shall the Parties and their

counsel be prevented from disclosing such information to persons or entities (such as experts, courts, legal counsel, and/or administrators) to whom the Parties agree in writing disclosure must be made in order to effectuate the terms and conditions of this Settlement Agreement.

- 15.15 The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement to Settlement Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Settlement Agreement. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.
- 15.16 The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; *les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais*. If requested by the Québec Court, a translation firm selected by Co-Lead Counsel shall prepare a French translation of this Settlement Agreement after its execution. The Parties agree that such translation is for convenience only. The cost of such translation shall be paid from the Settlement Fund Amount as a Preliminary Administrative Expense or Administrative Expense. In the event of any dispute as to the interpretation of this Settlement Agreement, the English language version shall govern.
- 15.17 Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays, and Canadian statutory holidays) express delivery service as follows:

If to GM, then to:

Cheryl Woodin or Michael Smith
BENNETT JONES LLP
3400 One First Canadian Place
100 King Street West

Toronto, ON M5X 1A4
E-mail: woodinc@bennettjones.com
smithmc@bennettjones.com

If to the Settlement Class
Representatives or Settlement
Class, then to:

Won J. Kim
KIM SPENCER McPHEE BARRISTERS
P.C.
1203-1200 Bay Street
Toronto, ON M5R 2A5
E-mail: wjk@complexlaw.ca

AND

Joel P. Rochon or Ron Podolny
ROCHON GENOVA LLP
121 Richmond Street West, Suite 900
Toronto, ON M5H 2K1
E-mail: jrochon@rochongenova.com
rpodolny@rochongenova.com

- 15.18 The Settlement Class, Settlement Class Representatives and GM shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during extensive arm's-length negotiations.
- 15.19 The division of this Settlement Agreement into Sections and the insertion of topic and Section headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement.
- 15.20 The Parties agree that this Settlement Agreement was reached voluntarily after consultation with legal counsel and the assistance of The Honourable Justice Thomas Cromwell as mediator.
- 15.21 This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflict of law rule or principle that would mandate or permit application of the substantive law of any other jurisdiction.
- 15.22 Any unintended conflicts within this Settlement Agreement shall not be held against any of the Parties, but shall instead be resolved by agreement of the Parties with, if


necessary, the aid of the Court(s) and/or, by agreement of GM and Co-Lead Counsel.

15.23 The Parties represent and warrant that the individuals executing this Settlement Agreement are authorized to enter into this Settlement Agreement on their behalf.

15.24 This Settlement Agreement may be signed with an electronic signature and in counterparts, each of which shall constitute a duplicate original.

15.25 The Parties have executed this Settlement Agreement as of the date on the cover page.

Counsel for GENERAL MOTORS LLC and GENERAL MOTORS OF CANADA
COMPANY

By: 

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Co-Lead Counsel and Actions Counsel

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Schedule “A” – General List of Subject Vehicles*

	Make and Model	Years
Delta Ignition Switch Recall (Transport Canada Recall Numbers 2014-038, 2014-060, 2014-101)	Chevrolet Cobalt	2005-2010
	Chevrolet HHR	2006-2011
	Pontiac G5	2007-2010
	Pontiac G5 Pursuit	2006
	Pontiac Pursuit	2005-2006
	Pontiac Solstice	2006-2010
	Saturn Ion	2003-2007
	Saturn Sky	2007-2009
Key Rotation Recall (Transport Canada Recall Numbers 2014-246, 2014-273, 2014-284)	Buick Allure	2005-2009
	Buick Lucerne	2006-2011
	Buick Regal	2004
	Cadillac CTS	2003-2014
	Cadillac Deville	2000-2005
	Cadillac DTS	2006-2011
	Cadillac SRX	2004-2006
	Chevrolet Impala	2000-2013
	Chevrolet Monte Carlo	2000-2007
	Chevrolet Malibu	1997-2005
	Oldsmobile Alero	1999-2004
	Oldsmobile Intrigue	1998-2002
	Pontiac Grand Am	1999-2005
	Pontiac Grand Prix	2004-2008
Camaro Knee-Key Recall (Transport Canada Recall Number 2014-243)	Chevrolet Camaro	2010-2014
Electric Power Steering Recall (Transport Canada Recall Number 2014-104)	Chevrolet Cobalt	2005-2010
	Chevrolet HHR	2009-2010
	Chevrolet Malibu	2004-2006 and 2008-2009
	Chevrolet Malibu Maxx	2004-2006
	Pontiac G5	2007-2010
	Pontiac G5 Pursuit	2006
	Pontiac Pursuit	2005-2006
	Pontiac G6	2005-2006 and 2008-2009
	Saturn Aura	2008-2009
	Saturn Ion	2004-2007

*Of the above general list, only those vehicles with a Vehicle Identification Number that is included in the Recall(s) are included as Subject Vehicles.

Schedule “B” – Short-Form Certification Notice

If You Owned or Leased a GM Vehicle that Was Subject to Certain 2014 Recalls, You May Have Rights and Choices in a Proposed Settlement.

Pour une notice en Français, visitez [insert website].

A proposed nationwide class settlement of economic loss claims by persons who are current or former owners or lessees of certain GM vehicles that were recalled in 2014 will be submitted for approval to the Ontario Superior Court of Justice and the Superior Court of Québec (the “Courts”). The recalls involved the Delta ignition system, key rotation, Camaro knee-key and electric power steering. Settlement Class Representatives claim that consumers overpaid when they bought or leased these vehicles. General Motors LLC (“New GM”) and General Motors of Canada Company (formerly General Motors of Canada Limited) (“GM Canada”) deny these allegations. Settlement Class Representatives, New GM and GM Canada have agreed to a Settlement to avoid the risk and cost of further litigation. **The purpose of this Notice is to inform you of the proposed Settlement and your legal rights.**

Who Is Included? The proposed Settlement Class, which has been certified or authorized by the Ontario Superior Court of Justice and the Superior Court of Québec for settlement purposes only, includes (paraphrased) all persons resident in Canada (individuals, businesses and organizations) who, at any time on or before GM’s announcement of certain 2014 Recalls, owned, purchased, and/or leased a vehicle subject to any of the Recalls in any of the provinces/territories in Canada. Daily rental fleet businesses, governmental entities and certain other persons are not included. You were sent this Notice because you may be a Settlement Class Member. Go to [settlement website] or call [phone number established by Settlement Administrator], to see if your GM vehicle is covered by the Settlement.

What Does the Settlement Provide? If approved, a settlement fund of CA\$12 million will be established. Payment amounts to eligible Settlement Class Members will vary depending on which recalls apply to their vehicles, the amount of administrative expenses, and the number of eligible settlement class members who file claims. Plaintiffs’ counsel fees and expenses (up to a maximum of CA\$4,397,500.00) will be separately paid by New GM and GM Canada, so will not be deducted from the settlement fund.

How Can I Get a Payment? For details about the Settlement, including the money available to Settlement Class Members and your eligibility to receive a payment, review the Long Form Notice and the Settlement Agreement available at [settlement website]. If the Settlement is approved, you will be required to submit a claim online or by mail before the deadline which will be posted on the website.

Your Other Options. You have the option to opt-out of, or object to, the Settlement. The Settlement will not include the release of any individual claims for personal injury (and related family/dependent claims), wrongful death or actual physical property damage. However, if you want to keep your individual right to sue New GM and GM Canada and certain other released parties and assert economic loss claims, you must exclude yourself from the Settlement Class. If you exclude yourself, you cannot receive the benefits provided by the Settlement. Get advice from

your lawyer about deadlines for individual lawsuits. Your request to opt out must be postmarked by [date], 2024. **IF YOU DO NOT EXCLUDE YOURSELF AND THE SETTLEMENT IS APPROVED, YOU WILL BE BOUND BY THE RELEASE, WAIVER AND COVENANT NOT TO SUE.** If you stay in the class, you may object to the Settlement – that is, if you do not opt out and stay in the Settlement Class, you may tell the Ontario Superior Court of Justice or the Superior Court of Québec why you don't like the Settlement. Your written objection must be received by the Settlement Administrator by [date], 2024. Information about how to exclude yourself or object to the Settlement is available on the website.

Approval Hearings. The Settlement must be approved by the Ontario Superior Court of Justice and the Superior Court of Québec to become effective. Hearings to consider whether to approve the Settlement, and, potentially, plaintiffs' counsel fees and expenses will take place before the Ontario Superior Court of Justice on [month/date], 2024 at [time] a.m. eastern time; and the Superior Court of Québec on [month/date], 2024 at [time] a.m. eastern time. You may register your email or mailing address on the Settlement Website to ensure you receive notice of court approval and the claims deadline.

You may appear at the Approval Hearings, either yourself or through a lawyer hired by you, but you do not have to do so. For more information, call or visit the website below.

[insert phone number]

[settlement website]

Class Counsel:

Rochon Genova LLP Attention: Ron Podolny rpodolny@rochongenova.com Tel: 1-866-881-2292 or local (416) 363-1867	Kim Spencer McPhee Barristers P.C. Attention: Megan B. McPhee mbm@complexlaw Tel: (416) 596-1414
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[At the top of notice, if a letter, or on the back of the postcard, if a postcard, will be the Settlement Class Member's name and address, and court logos.]

IMPORTANT COURT-APPROVED LEGAL NOTICE FROM THE ONTARIO SUPERIOR COURT OF JUSTICE AND THE SUPERIOR COURT OF QUÉBEC.

Plaintiff John Doe
123 45th Street
Anytown, Canada

**GM Ignition Switch, Key Rotation, Camaro Knee-Key & Electric Power Steering
Economic Settlement Information**

Schedule “C” – Long-Form Certification Notice

Ontario Superior Court of Justice / Superior Court of Québec

NOTICE OF PROPOSED SETTLEMENT

If You Are a Current or Former Owner or Lessee of a GM Vehicle that was Subject to Certain 2014 Recalls, You May Have Rights and Choices in a Proposed Settlement.

This is not a solicitation from a lawyer.

If you are a Settlement Class Member (as defined below), your legal rights may be affected whether you act or do not act.

Please Read this Notice Carefully

- This Notice is to inform you of the proposed settlement (the “**Settlement**”) of economic loss claims by persons who owned or leased certain GM vehicles that were recalled in 2014. The recalls involved the Delta ignition system, key rotation, Camaro knee-key and electric power steering. Settlement Class Representatives claim that consumers overpaid when they bought or leased these vehicles. General Motors LLC (“**New GM**”) and General Motors of Canada Company (formerly General Motors of Canada Limited) (“**GM Canada**”) deny these allegations. Settlement Class Representatives, New GM and GM Canada have agreed to the Settlement to avoid the risk and cost of further litigation.
- As part of the Settlement, all *class* claims for personal injury (and related family/dependent claims), wrongful death or actual physical property damage arising from an accident involving a Subject Vehicle have been discontinued or removed. The Settlement will not include the release of any *individual* claims for personal injury (and related family/dependent claims), wrongful death or actual physical property damage. Participating in this Settlement will not restrict you from bringing an *individual* claim for damages related to personal injury (and related family/dependent claims), wrongful death or actual physical property damage.
- Subject to court approval, the Settlement will establish a settlement fund of CA\$12 million (the “**Settlement Fund Amount**”) to pay claims to eligible Settlement Class Members who submit a claim online or by mail before the deadline which will be posted on the Settlement Website. Payment amounts to eligible Settlement Class Members will vary depending on which recalls apply to their vehicles, the amount of administrative expenses, the number and type of eligible vehicles for which claims are filed, and the number of eligible Settlement Class Members who file claims.

- The Settlement Class Representatives, who are among the persons suing New GM and GM Canada, will file motions in the Ontario Superior Court of Justice and the Superior Court of Québec (the “**Courts**”) seeking orders approving the Settlement (the “**Approval Orders**”). Settlement Approval Hearings have been scheduled for [date], 2024 at [time] a.m. (Eastern Time) before the Ontario Superior Court of Justice and for [date], 2024 at [time] a.m. (Eastern Time) before the Superior Court of Québec. These hearings are public. You may appear at the Settlement Approval Hearings at your own cost, either yourself or through a lawyer hired by you, but you do not have to do so.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
File a Claim	<ul style="list-style-type: none"> • <u>The claims process has not yet begun.</u> • If the Settlement is approved by the Courts at the Settlement Approval Hearings, a Settlement Class Member must complete and submit a valid and timely claim form in order to receive a payment from the Settlement Fund Amount. • Settlement Class Members may complete a claim form for payment online or by mail. • Procedures for the administration of claims and allocation of the Settlement Fund Amount to Settlement Class Members are described in the Settlement Agreement, which can be found on the Settlement Website. • More information about how to file a claim if the Settlement is approved can be found at [settlement website]. • You may register your email or mailing address on the Settlement Website to ensure you receive notice of court approval and the claim deadline.
Exclude Yourself or “Opt Out”	<ul style="list-style-type: none"> • Settlement Class Members who exclude themselves - or “opt out” - from the Settlement will not receive any Settlement benefits. • Only Settlement Class Members who opt out of the Settlement will retain the right to sue New GM and GM Canada and certain other released parties for economic loss claims alleged in the Actions at their own expense. Get advice from your lawyer about deadlines for individual lawsuits. • Your request to opt out must be received by the Settlement Administrator by [date], 2024. • More information about how to opt out of the Settlement can be found in paragraph 8 below and at [settlement website].
Object	<ul style="list-style-type: none"> • Settlement Class Members who do not opt out can object to the Settlement and explain why they do not like the Settlement in writing. Such objections must be received by the Settlement Administrator by [date], 2024. • Objections will be delivered to the Courts and considered at the Settlement Approval Hearings. Settlement Class Members will be

	<p>bound by any Court-approved Settlement even though they objected to it.</p> <ul style="list-style-type: none"> • More information about how to object can be found in paragraph 10 below and at [settlement website].
Go to the Hearing	<ul style="list-style-type: none"> • To determine whether to approve the Settlement Agreement, Settlement Approval Hearings will be held on [date], 2024 at [time] a.m. (Eastern Time) before the Ontario Superior Court of Justice and on [date], 2024 at [time] a.m. (Eastern Time) before the Superior Court of Québec. • The Courts will consider objections to the Settlement and objecting Settlement Class Members may ask to speak at the hearings.
Do Nothing	<ul style="list-style-type: none"> • Settlement Class Members who do nothing, including not filing a claim when the claims process begins, will not receive Settlement benefits, if they become available. • Settlement Class Members who do nothing (and do not-opt out of the Settlement, as described above) will give up their right to sue New GM, GM Canada and certain other released parties about the economic loss claims alleged in the Actions.

WHAT THIS NOTICE CONTAINS

1.	What is this Notice and why should I read it?	1
2.	What is the Settlement about?.....	1
3.	How do I know if I am part of the Settlement? What is the definition of Settlement Class Members?	2
4.	What am I giving up under the Settlement Agreement?.....	4
5.	What am I receiving under the Settlement Agreement?	4
6.	Do I have a lawyer in this Settlement?	5
7.	How will the plaintiffs’ lawyers be paid?	6
8.	How do I opt out or exclude myself from the Settlement?	6
9.	What happens if I exclude myself from the Settlement Class?	6
10.	How do I tell the Ontario Superior Court of Justice or the Superior Court of Québec I do not like the Settlement?	7
11.	When and where will the Courts decide whether to approve the Settlement?.....	8
12.	Do I have to go to the hearings?	8
13.	May I speak at the hearings?.....	9
14.	What happens if I do nothing at all?	9
15.	How do I get more information about the Settlement?.....	9

A. BASIC INFORMATION

1. What is this Notice and why should I read it?

This Notice provides information about the Settlement of all economic loss claims relating to the 2014 recalls of certain GM vehicles alleged in fifteen (15) lawsuits brought on behalf of persons who owned or leased the recalled GM vehicles. These economic loss class claims are made by current and former owners and lessees of GM vehicles subject to recalls relating to Delta ignition switches, key rotation, Camaro knee-key, and/or electric power steering with the Transport Canada recall numbers listed below.

One of the fifteen lawsuits is *Edward Oberski et al. v. General Motors LLC et. al.* filed in the Ontario Superior Court of Justice (“**Ontario Court**”) bearing Court File No. CV-14-50203-CP (“**Ontario Action**”), and two of the lawsuits are filed in the Superior Court of Québec (“**Québec Court**”), and together with the Ontario Court, the “**Courts**”), *Michael Gagnon v. General Motors of Canada et. al.*, Court File No. 500-06-000687-141 and *Michael Gagnon v. General Motors of Canada et. al.*, Court File No. 500-000729-158 (“**Québec Actions**”) (collectively, “**Actions**”).

The other twelve lawsuits being settled (the “**Related Actions**”) are as follows: (i) *George Shewchuck v. General Motors of Canada Limited, et. al.*, Court File No. QBG 1396/14, *Bradie Herbel v. General Motors of Canada Limited et. al.*, Court File No. QBG 480/14, *Dale Hall v. General Motors of Canada Limited et. al.*, Court File No. QBG 1273/15, and *Rene Fradette v. General Motors of Canada Limited et. al.*, Court File No. QBG 1181/15, each in Saskatchewan Court of Queen’s Bench, (ii) *Garth Coen v. General Motors of Canada Limited et. al.*, Court File No. 14-1262, British Columbia Supreme Court, (iii) *Holly Standingready v. General Motors of Canada Limited*, Court File No. 1403-04964, Alberta Court of Queen’s Bench, (iv) *Catherine Seeley v. General Motors of Canada Limited et. al.*, Court File No. C114-88682, Manitoba Court of Queen’s Bench, (v) *Chris Spicer v. General Motors of Canada Ltd. et. al.*, Court File No. MC-176-14, New Brunswick Court of Queen’s Bench, (vi) *Sue Brown et. al. v. General Motors of Canada Limited et. al.*, Court File No. 427140 and *Alex Mulford v. General Motors of Canada Ltd.*, Court File No. 426204, both in the Nova Scotia Supreme Court, (vii) *Meghan Dunphy v. General Motors of Canada Ltd.*, Court File No. 201401G2284CP, Newfoundland Supreme Court, and (viii) *Academie Ste Cecile International School et. al. v. General Motors of Canada Limited*, Court File No. CV-14-20629-CP, Ontario Superior Court.

This Notice explains the terms of the Settlement and your legal rights.

2. What is the Settlement about?

Settlement Class Representatives in the Actions and plaintiffs in the Related Actions filed proposed class action claims against New GM and GM Canada alleging that consumers overpaid when they bought or leased GM vehicles that were subject to certain 2014 recalls. New GM and GM Canada deny these allegations. The Settlement Class Representatives, New GM and GM Canada (together the “**Parties**”) negotiated the Settlement to resolve these economic loss claims, as well as all economic loss claims for these recalls that have been or may be asserted by the Settlement Class against New GM and GM Canada and certain other released parties. The Settlement avoids the risk and cost of a trial and provides Settlement benefits to Settlement Class

Members (defined below). The Settlement Class Representatives in the Actions, the plaintiffs in the Related Actions and their lawyers think that the Settlement is in the best interests of all Settlement Class Members and that it is fair, reasonable, and adequate.

B. WHO IS INCLUDED IN THE SETTLEMENT?

To be affected by the proposed Settlement, you have to be a Settlement Class Member.

3. How do I know if I am part of the Settlement? What is the definition of Settlement Class Members?

A **Settlement Class Member** is a member of the Settlement Class. The **Settlement Class**, which has been certified or authorized by the Ontario Superior Court of Justice and the Superior Court of Québec for settlement purposes only, is defined as:

All Persons resident in Canada other than Excluded Persons, who, at any time on or before the **Recall Announcement Date** of the **Recall(s)** applicable to their **Subject Vehicles**, owned, purchased, and/or leased a **Subject Vehicle** in any of the provinces/territories in Canada.

“**Subject Vehicles**” means the GM motor vehicles subject to the **Recalls** as specifically defined by the vehicle identification numbers (VINs) provided by GM to the Settlement Administrator.

The “**Recalls**” and the “**Recall Announcement Date**” are as follows:

	Make, Model and Model Year*	GM Recall Number	Transport Canada Recall Number	Recall Announcement Date
Delta Ignition Switch Recall	2005-2010 Chevrolet Cobalt 2006-2011 Chevrolet HHR 2007-2010 Pontiac G5	13454	2014-038	September 30, 2014
	2006 Pontiac G5 Pursuit 2005-2006 Pontiac Pursuit 2006-2010 Pontiac Solstice	14063	2014-060	
	2003-2007 Saturn Ion 2007-2009 Saturn Sky	14092	2014-101	
Key Rotation Recall	2005-2009 Buick Allure 2006-2011 Buick Lucerne 2004 Buick Regal	14172	2014-273	November 30, 2014
	2003-2014 Cadillac CTS 2000-2005 Cadillac Deville 2006-2011 Cadillac DTS 2004-2006 Cadillac SRX	14497		
	2000-2013 Chevrolet Impala 2000-2007 Chevrolet Monte Carlo 1997-2005 Chevrolet Malibu 1999-2004 Oldsmobile Alero	14299	2014-246	
	1998-2002 Oldsmobile Intrigue 1999-2005 Pontiac Grand Am 2004-2008 Pontiac Grand Prix	14350	2014-284	

Camaro Knee-Key Recall	2010-2014 Chevrolet Camaro	14294	2014-243	October 31, 2014
Electric Power Steering Recall	2005-2010 Chevrolet Cobalt	14115	2014-104	February 28, 2015
	2009-2010 Chevrolet HHR			
	2004-2006 / 2008-2009 Chevrolet Malibu			
	2004-2006 Chevrolet Malibu Maxx	14116		
	2007-2010 Pontiac G5			
	2006 Pontiac G5 Pursuit	14117		
	2005-2006 Pontiac Pursuit			
	2005-2006 / 2008-2009 Pontiac G6			
	2008-2009 Saturn Aura	14118		
	2004-2007 Saturn Ion			

*Only those vehicles with a vehicle identification number that is subject to one or more of the above Recalls are included in the Settlement as a Subject Vehicle. Visit [\[settlement website\]](#) to see if your vehicle qualifies.

The Recall Announcement Date is a certain date that is the end of the month following the month of GM's last initial notification to owners/lessees of each Recall.

Go to [\[settlement website\]](#) or call [\[phone number established by Settlement Administrator\]](#), to see if your GM vehicle is covered by the Settlement. Have your vehicle identification number ready.

The Settlement Class is comprised of the four Subclasses below (the "Subclasses"):

- Subclass 1: The Delta Ignition Switch Subclass, comprised of those Settlement Class Members who own(ed), purchase(d), and/or lease(d) a Subject Vehicle subject to Transport Canada Recall Nos. 2014-038, 2014-060 and 2014-101.
- Subclass 2: The Key Rotation Subclass, comprised of those Settlement Class Members who own(ed), purchase(d), and/or lease(d) a Subject Vehicle subject to Transport Canada Recall Nos. 2014-273, 2014-246, 2014-284.
- Subclass 3: The Camaro Knee-Key Subclass, comprised of those Settlement Class Members who own(ed), purchase(d), and/or lease(d) a Subject Vehicle subject to Transport Canada Recall No. 2014-243.
- Subclass 4: The Electric Power Steering Subclass, comprised of those Settlement Class Members who own(ed), purchase(d), and/or lease(d) a Subject Vehicle subject to Transport Canada Recall No. 2014-104.

Settlement Class Members with a Subject Vehicle covered by both the Delta Ignition Switch Recall and the Electric Power Steering Recall shall be members of both the Delta Ignition Switch Subclass and the Electric Power Steering Subclass and shall be eligible to receive settlement payments allocated to both Subclasses. Settlement Class Members with multiple Subject Vehicles shall be members of the Subclasses applicable to each of their respective Subject Vehicles.

C. THE TERMS OF THE SETTLEMENT AGREEMENT

4. What am I giving up under the Settlement Agreement?

Under the proposed Settlement, each Settlement Class Member will be deemed to have waived, released, and promised not to sue for any economic loss claims that the Settlement Class Member has or may have in the future, directly or indirectly, against New GM, GM Canada and certain other released parties (the “**Released Parties**”). Further, all *class* claims for personal injury, wrongful death or actual physical property damage arising from an accident involving a Subject Vehicle have been discontinued or removed. However, Settlement Class Members will not waive or release any *individual* claims they may have against the Released Parties for personal injury (and related family/dependent claims), wrongful death or actual physical property damage arising from an accident involving a Subject Vehicle. Get advice from your lawyer about deadlines for individual lawsuits.

If approved by the Courts, the Settlement will prohibit Settlement Class Members from suing or being part of any other lawsuit or claim against the Released Parties that relates to the subject matter of the Actions, Related Actions and the Recalls, including, but not limited to, those relating to the design, manufacturing, advertising, testing, marketing, functionality, servicing, sale, lease or resale of the Subject Vehicles (the “**Released Claims**”). The specifics of the Released Claims are set out in more detail in the Settlement Agreement, which is posted at [[settlement website](#)]. The Settlement Agreement describes the Released Claims in specific legal terminology. Talk to your own lawyer if you have questions about the Released Claims or what it means.

5. What am I receiving under the Settlement Agreement?

The Settlement Agreement allows Settlement Class Members to submit a claim to the Settlement Administrator, and, if eligible, receive a payment from the Settlement Fund Amount, as described below.

i. The Settlement Fund Amount

In exchange for Settlement Class Members’ release of the Released Claims, there will be a CA\$12 million settlement fund established (the “**Settlement Fund Amount**”). Settlement payments to eligible Settlement Class Members will only occur if both (i) the Approval Orders of the Ontario Court and the Québec Court and (ii) the orders dismissing the Related Actions with prejudice and without costs become Final, among other orders, and after Administrative Expenses (such as for claims administration) are deducted.

ii. How will payments for eligible claims be allocated?

A “Net Settlement Amount” shall be determined by deducting Administrative Expenses, taxes and any honoraria payments from the Settlement Fund Amount. The entire Net Settlement Amount shall be distributed to Settlement Class Members with claims determined to be eligible by the Settlement Administrator. Members of the Delta Ignition Switch Subclass shall receive twice (2x) the amount paid to members of the Camaro Knee-Key and Electric Power Steering Subclasses, and members of the Key Rotation Subclass shall receive one-and-a half

times (1.5x) the amount paid to members of the Camaro Knee-Key and Electric Power Steering Subclasses. An eligible Settlement Class Member with a Subject Vehicle subject to both the Delta Ignition Switch Recall and the Electric Power Steering Recall will receive both the Delta Ignition Switch Subclass and the Electric Power Steering Subclass settlement payments. The calculation process for the Net Settlement Amount is set out in the Settlement Agreement.

iii. How do I get a payment from the Net Settlement Amount?

The claims process has not yet begun. If the Settlement is approved by the Courts at the Settlement Approval Hearings, you must file a Claim Form online or by mail postmarked by the deadline posted on the Settlement Website to receive a payment. Claims may be submitted online at [settlement website] or by mail to [Settlement Administrator's address]. For certain Settlement Class Members, both a complete Claim Form and additional documentation may be required to establish eligibility. Instructions are on the Claim Form and on the Settlement Website. You may register your email or mailing address on the Settlement Website to ensure you receive notice of court approval and the claim deadline.

If you fail to submit a Claim Form by the required deadline, you will not receive a payment. Sending in a Claim Form late will be the same as doing nothing.

D. LEGAL REPRESENTATION

6. Do I have a lawyer in this Settlement?

Certain lawyers representing Settlement Class Representatives (“**Co-Lead Counsel**”), listed below, negotiated the Settlement Agreement with New GM and GM Canada. Co-Lead Counsel will file the motions in the Ontario Court and the Québec Court seeking the approval of the Settlement. You will not be charged for services performed by Co-Lead Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you want to contact Co-Lead Counsel, they can be reached at:

<p>Rochon Genova LLP</p> <p>Attention: Ron Podolny rpodolny@rochongenova.com Tel: 1-866-881-2292 or local (416) 363-1867</p> <p>121 Richmond Street West Suite #900 Toronto, ON M5H 2K1</p>	<p>Kim Spencer McPhee Barristers P.C.</p> <p>Attention: Megan B. McPhee mbm@complexlaw Tel: (416) 596-1414</p> <p>1203-1200 Bay Street Toronto, ON M5R 2A5</p>
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7. How will the plaintiffs' lawyers be paid?

Co-Lead Counsel will ask the Ontario Court and the Québec Court, on behalf of all plaintiffs' counsel who represent any person claiming in the Actions and/or the Related Actions, for approval of up to a total of CA\$4,397,500.00 as the payment by the Defendants for plaintiffs' counsel fees, expenses, costs, disbursements and associated taxes (the "**Maximum Plaintiffs' Counsel Fee Amount**"). This application for plaintiffs' counsel fees will need to be approved by the Courts.

The Courts may award less than the amount requested by Co-Lead Counsel. However, under no circumstances shall the Defendants pay any amount greater than the Maximum Plaintiffs' Counsel Fee Amount, and, if the Courts award less than the Maximum Plaintiffs' Counsel Fee Amount, then Defendants shall pay only the lesser amount.

This amount awarded by the Courts for plaintiffs' counsel fees, expenses, costs, disbursements and associated taxes will not come out of the Settlement Fund Amount described above.

E. OPTING OUT OF THE SETTLEMENT

8. How do I opt out or exclude myself from the Settlement?

If you do not want to be a member of the Settlement Class and you do not want to participate in the Settlement, you can exclude yourself from--or opt out of--the Settlement Class by sending a written election to opt out of the Settlement by mail, courier, or e-mail so that it is received by the Settlement Administrator on or before [date], 2024.

The written election to opt out must include:

- a. Your full name, mailing address, telephone number and email;
- b. Proof that you are a Settlement Class Member, including proof of the dates when you owned or leased the Subject Vehicle(s), and a statement that you are not an Excluded Person;
- c. The make, model, model year, and VIN of the Subject Vehicle(s);
- d. Your address(es) at the time you owned or leased the Subject Vehicle(s); and
- e. A clear statement that you want to be excluded from or opt out of the Settlement Class and the Settlement.

The written election to opt out may be sent to the Settlement Administrator through email to [settlement email address], or by mail or courier to [address of Settlement Claims Administrator].

9. What happens if I exclude myself from the Settlement Class?

If you exclude yourself from the Settlement Class, you will not get any money or benefits from this Settlement. By excluding yourself, however, you will retain your individual right to sue the Released Parties for the economic loss claims alleged in the Actions and Related Actions, at your own expense. Get advice from your lawyer about deadlines for individual lawsuits.

F. OBJECTING TO THE SETTLEMENT

10. How do I tell the Ontario Superior Court of Justice or the Superior Court of Québec I do not like the Settlement?

If you are a Settlement Class Member, and you do not exclude yourself from the Settlement Class by opting out, you can object to the proposed Settlement if you do not like it. You can give reasons why you think the Courts should not approve any or all terms of the Settlement, and the appropriate Court will consider your objection. The Ontario Court will consider objections of all Settlement Class Members other than those whose Subject Vehicles were released to an authorized GM dealership located in Quebec for the first retail sale in Canada. The Quebec court will consider objections of Settlement Class Members whose Subject Vehicles were released to an authorized GM dealership located in Quebec for the first retail sale in Canada.

To object, you must deliver a written objection to the Settlement Administrator by email to [settlement administrator email] or by courier or mail to [settlement administrator address] so that it is received on or before [date], 2024. Objections received after this date will not be considered.

Your signed objection must include:

- a. Your full name, mailing address, telephone number and email;
- b. Proof that you are a Settlement Class Member, including proof of the dates when you owned or leased the Subject Vehicle(s), and a statement that you are not an Excluded Person;
- c. The make, model, model year, and VIN of the Subject Vehicle(s);
- d. A brief statement of the nature of and reason for the objection to the Settlement, including all factual and legal grounds for the objection, and
- e. Whether you intend to appear in person/by videoconference, if available, or through legal counsel at the Settlement Approval Hearing, and if appearing by counsel, the name, address, telephone number, and e-mail address of counsel.

If you do not state your intention to appear in accordance with the applicable deadlines and specifications, or you do not submit an objection in accordance with the applicable deadlines and specifications, you will waive all objections and can be barred from speaking at the Settlement Approval Hearings.

G. THE APPROVAL HEARINGS IN COURT

11. When and where will the Courts decide whether to approve the Settlement?

The Ontario Superior Court of Justice and the Superior Court of Québec will hold Settlement Approval Hearings to decide whether to approve the proposed Settlement Agreement. The Settlement Approval Hearings will be held as follows:

- The Ontario Superior Court of Justice will hold a Settlement Approval Hearing at 130 Queen Street West, Toronto, ON M5H 2N5 on [date], 2024 at [time] a.m. (Eastern Time); and
- The Superior Court of Québec will hold a Settlement Approval hearing at the Montreal Courthouse, 1 Notre-Dame St. East, Montreal, Quebec H2Y 1B6 on [date], 2024 at [time] a.m. (Eastern Time).

The hearings may move to a different date, time, or location, or may be held virtually through videoconferencing. Please note that the date or location of either hearing may be changed without notice other than an update on the Settlement Website. Settlement Class Members are encouraged to visit the Settlement Website at [settlement website] or call [settlement phone number established by Settlement Administrator] for the most current information.

At these hearings, the Courts will consider whether the Settlement is fair, reasonable and in the best interests of the Settlement Class. Co-Lead Counsel will answer any questions the Courts may have about the Settlement. If there are objections, the Courts will consider them at the hearings. After the hearings, the Ontario Court will decide whether to approve the Settlement with respect to all Settlement Class Members other than those whose Subject Vehicles were released to an authorized GM dealership located in Québec for the first retail sale in Canada, and the Quebec court will consider objections of Settlement Class Members whose Subject Vehicles were released to an authorized GM dealership located in Québec for the first retail sale in Canada. There may be appeals after either Court's decision. There is no set timeline for either the Court's final approval decision, or for any appeals that may be brought from that decision, so it is impossible to know exactly when and if the Settlement will become Final. Please check the Settlement Website [settlement website link]. You may register your email and mailing address on the Settlement Website to ensure you receive notice of court approval and the claim deadline.

12. Do I have to go to the hearings?

No. Co-Lead Counsel will appear at both Settlement Approval Hearings in support of the Settlement and will answer any questions asked by the Courts. However, you are welcome to attend the hearings at your own expense, or through videoconferencing if the Settlement Approval Hearings are heard virtually.

If you send a written objection to the Settlement Administrator, you do not have to come to court to talk about it. So long as you mailed your written objection on time and complied with the other requirements for a proper objection set forth above, the appropriate Court will consider it. You may attend or you may pay your own lawyer to attend, but it is not required.

13. May I speak at the hearings?

Yes. If you submitted a proper written objection to the Settlement Administrator, you or your lawyer may, at your own expense, come to the appropriate Settlement Approval Hearing and speak. If you owned or leased a Subject Vehicle that was identified based on reasonably available information as having been first retail sold in Québec and wish to address the Court in respect of your objection, then you will attend the hearing before the Québec Court, and if you owned or leased a Subject Vehicle that was identified based on reasonably available information as having been first retail sold outside of Québec and wish to address the Court in respect of your objection, then you will attend the hearing before the Ontario Court.

H. IF YOU DO NOTHING**14. What happens if I do nothing at all?**

You have the right to do nothing. If you do nothing, including not submitting a claim when the claims process begins, you will not get any Settlement benefits. In addition, you can no longer be part of a class action or any other lawsuits against the Released Parties involving the Released Claims in this Settlement. Specifically, after approval by both Courts is Final, the Settlement will prohibit you from suing or being part of any other lawsuit or claim against the Released Parties that relate to the subject matter of the Actions, Related Actions and the Recalls, including, but not limited to, those relating to the design, manufacturing, advertising, testing, marketing, functionality, servicing, sale, lease or resale of the Subject Vehicles. However, Settlement Class Members will not waive or release any individual claims they may have against the Released Parties for personal injury, wrongful death or actual physical property damage arising from an accident involving a Subject Vehicle. Get advice from your lawyer about deadlines for individual lawsuits.

I. GETTING MORE INFORMATION**15. How do I get more information about the Settlement?**

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, the Approval Orders, and any additional orders entered by the Courts pertaining to the Settlement, all of which are available (or will be available once entered by the Courts) on the Settlement Website at [website]. If there is a conflict between this Notice and the Settlement Agreement, the Settlement Agreement applies.

YOU MAY OBTAIN ADDITIONAL INFORMATION BY:	
VISITING THE SETTLEMENT WEBSITE	Please go to [website], where you will find answers to common questions and other detailed information to help you.

CALL THE SETTLEMENT PHONE NUMBER	Call [phone number established by Settlement Administrator].	
CONTACT CLASS COUNSEL	<p>Rochon Genova LLP</p> <p>Attention: Ron Podolny rpodolny@rochongenova.com Tel: 1-866-881-2292 or local (416) 363-1867</p> <p>121 Richmond Street West Suite #900 Toronto, ON M5H 2K1</p>	<p>Kim Spencer McPhee Barristers P.C.</p> <p>Attention: Megan B. McPhee mbm@complexlaw Tel: (416) 596-1414</p> <p>1203-1200 Bay Street Toronto, ON M5R 2A5</p>

Schedule “D” - Approval Notice

LEGAL NOTICE OF COURT APPROVAL OF GM IGNITION SWITCH, KEY ROTATION, CAMARO KNEE-KEY AND ELECTRIC POWER STEERING ECONOMIC SETTLEMENT

A nationwide class settlement of economic loss claims by persons who owned or leased a GM vehicle subject to one of the following recalls on or before the recall announcement date has been approved by the Ontario Superior Court of Justice and the Superior Court of Québec:

	Make, Model and Model Year*	GM Recall Number	Transport Canada Recall Number	Recall Announcement Date
Delta Ignition Switch Recall	2005-2010 Chevrolet Cobalt 2006-2011 Chevrolet HHR 2007-2010 Pontiac G5	13454	2014-038	September 30, 2014
	2006 Pontiac G5 Pursuit 2005-2006 Pontiac Pursuit 2006-2010 Pontiac Solstice	14063	2014-060	
	2003-2007 Saturn Ion 2007-2009 Saturn Sky	14092	2014-101	
Key Rotation Recall	2005-2009 Buick Allure 2006-2011 Buick Lucerne 2004 Buick Regal	14172	2014-273	November 30, 2014
	2003-2014 Cadillac CTS 2000-2005 Cadillac Deville 2006-2011 Cadillac DTS 2004-2006 Cadillac SRX	14497		
	2000-2013 Chevrolet Impala 2000-2007 Chevrolet Monte Carlo 1997-2005 Chevrolet Malibu 1999-2004 Oldsmobile Alero	14299	2014-246	
	1998-2002 Oldsmobile Intrigue 1999-2005 Pontiac Grand Am 2004-2008 Pontiac Grand Prix	14350	2014-284	
Camaro Knee-Key Recall	2010-2014 Chevrolet Camaro	14294	2014-243	October 31, 2014
Electric Power Steering Recall	2005-2010 Chevrolet Cobalt 2009-2010 Chevrolet HHR	14115	2014-104	February 28, 2015
	2004-2006 / 2008-2009 Chevrolet Malibu 2004-2006 Chevrolet Malibu Maxx	14116		
	2007-2010 Pontiac G5 2006 Pontiac G5 Pursuit 2005-2006 Pontiac Pursuit	14117		
	2005-2006 / 2008-2009 Pontiac G6 2008-2009 Saturn Aura 2004-2007 Saturn Ion	14118		

*Only those vehicles with a vehicle identification number that is subject to one or more of the above Recalls are included in the Settlement. Visit [settlement website] to see if your vehicle qualifies.

BENEFITS FOR SETTLEMENT CLASS MEMBERS

A CA\$12-million settlement fund has been established, which will be distributed to Settlement Class Members as follows:

- (i) members of the Delta Ignition Switch Subclass shall receive twice (2x) the amount paid to members of the Camaro Knee-Key and Electric Power Steering Subclasses; and
- (ii) members of the Key Rotation Subclass shall receive one-and-a-half times (1.5x) the amount paid to members of the Camaro Knee-Key and Electric Power Steering Subclasses.

An eligible Settlement Class Member with a Subject Vehicle subject to both the Delta Ignition Switch Recall and the Electric Power Steering Recall will receive both the Delta Ignition Switch Subclass and the Electric Power Steering Subclass settlement payments.

Following the submission of claims and deduction of administrative expenses, taxes and any honoraria payments from the settlement fund, the individual payments to be made to members of each subclass shall be published at [settlement website].

The Courts [have approved] [OR will in the future approve] legal fees to plaintiffs' counsel (up to a maximum of \$4,397,500.00). Those amounts will be paid separately and will not reduce the settlement benefits.

HOW DO I MAKE A CLAIM?

- To receive money from this Settlement, you must submit a completed Claim Form by [date].
- You may submit a Claim Form online through [settlement website].
- Alternatively, you may complete a paper Claim Form available at [settlement website] and submit your Claim Form by mail or courier to the address indicated on the Claim Form.

TO OBTAIN MORE INFORMATION, VISIT [settlement website] OR CALL [phone number established by Settlement Administrator].

YOU MAY ALSO CONTACT LAWYERS FOR THE SETTLEMENT CLASS AT:

Rochon Genova LLP Attention: Ron Podolny rpodolny@rochongenova.com Tel: 1-866-881-2292 or local (416) 363-1867	Kim Spencer McPhee Barristers P.C. Attention: Megan B. McPhee mbm@complexlaw Tel: (416) 596-1414
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Schedule “E” – Claim Form

GM IGNITION SWITCH, KEY ROTATION, CAMARO KNEE-KEY & ELECTRIC POWER STEERING ECONOMIC SETTLEMENT

CLAIM FORM

<i>EDWARD OBERSKI et al. v. GENERAL MOTORS LLC et al.,</i> Ontario Superior Court of Justice Action No. CV-14-502023-00CP
<i>MICHAEL GAGNON v. GENERAL MOTORS OF CANADA et al.,</i> Superior Court of Québec Action No. 500-06-000687-141
<i>MICHAEL GAGNON v. GENERAL MOTORS OF CANADA et al.,</i> Superior Court of Québec Action No. 500-06-000729-158

INSTRUCTIONS FOR SUBMITTING A CLAIM FORM

Please review the following instructions before proceeding.

ELIGIBILITY:

You are a Settlement Class Member and eligible to submit this Claim Form **only if** you are not an Excluded Person (see Section I below), and you:

1. Currently own or lease a **Subject Vehicle** and (a) you owned or leased it *on or before* the **Recall Announcement Date** and (b) your vehicle has either already had the applicable Recall repair(s) performed, or you will now have the Recall repair done (for free) by an authorized GM dealer. The Recall repair(s) must occur on or before the **Final Recall Repair Date**, which is [**● date**]; or
2. Formerly owned or leased a **Subject Vehicle** *on or before* the **Recall Announcement Date**. Certain former owners or lessees of a Subject Vehicle may need to provide documentation (or, if you don't have documentation, make a signed solemn declaration as described below) showing that you are no longer in the possession, custody or control of the Subject Vehicle.

*See below for how to find out if you own(ed) or lease(d) a **Subject Vehicle** and, if so, the **Recall Announcement Date**, applicable **Recall(s)** and status of the Recall repair(s).

WHAT TO DO BEFORE COMPLETING THIS CLAIM FORM:

1. Locate the vehicle identification number (“VIN”) for the GM vehicle that you own(ed) or lease(d).

2. Enter your VIN on the Settlement Website [**● Settlement Website address**] to find out if the GM vehicle that you own(ed) or lease(d) is a **Subject Vehicle**, and if so, the applicable **Recall(s)**, **Recall Announcement Date(s)**, and whether or not the Recall repair(s) have already been performed. (GM data for the VIN shall be dispositive as to whether the vehicle is a Subject Vehicle.)
3. Ensure that you are **not** an Excluded Person (see Section I below).
4. Ensure that you owned or leased your Subject Vehicle on or before the **Recall Announcement Date**.

COMPLETING & FILING A CLAIM FORM:

1. Complete Sections I to IV below.
2. **Your completed Claim Form must be submitted electronically and/or postmarked on or before the Claims Deadline, which is [**● date**].**
3. You can submit your Claim Form as indicated below:
 - a. Electronically at: [**● website**]. If you file online, certain information may be filled in for your vehicle, which you will need to confirm. You are encouraged to submit your Claim Form online for easy verification and processing.
 - b. By email to: [**● Settlement Administrator's email address**], or
 - c. By mail to:

Settlement Administrator
[**● Address**]

ONE CLAIM FORM PER SUBJECT VEHICLE:

You must submit a separate Claim Form for each Subject Vehicle. If you own(ed) or lease(d) more than one Subject Vehicle on or before the applicable Recall Announcement Date(s) and you are not an Excluded Person, submit a separate Claim Form for each Subject Vehicle to be eligible for settlement payments for each Subject Vehicle.

RECALL REPAIRS:

If the Recall repair(s) have not been performed on your Subject Vehicle, and you are the current owner or lessee, you will need to bring your Subject Vehicle to an authorized GM dealer to obtain the Recall repair(s) free of charge on or before the Final Recall Repair Date in order to be eligible for a settlement payment.

SUPPORTING DOCUMENTATION MAY BE REQUESTED:

Please be advised that the Settlement Administrator is authorized to require supporting/supplemental documentation from any person submitting a Claim Form. In order to ensure against fraud or to confirm your eligibility, the Settlement Administrator may request documentation or additional information from you, including requests for:

- a. proof you owned or leased the Subject Vehicle on or before the Recall Announcement date, such as the vehicle ownership, purchase or lease papers, or a solemn declaration with further details supporting your ownership or lease of the Subject Vehicle on or before the Recall Announcement Date;
- b. information confirming you are not an Excluded Person; and/or
- c. if the Recall repair(s) are not yet performed on your Subject Vehicle, confirmation you obtained the repair(s) from an authorized GM dealer.

If you receive an email or mailed notice from the Settlement Administrator seeking additional information, you will need to comply in order to be eligible for a settlement payment. You will be assigned a claim number by the Settlement Administrator once you submit your Claim Form. Include your claim number when submitting any requested supporting documentation.

SETTLEMENT PAYMENT INFORMATION:

The settlement payment amount for each eligible Claim will depend upon the number of eligible Claims submitted, which Recalls apply to your Subject Vehicle and to the Subject Vehicles for all other eligible Claims, as well as the Administrative Expenses (such as for settlement administration) as detailed in Sections 4 and 5 of the Settlement Agreement.

SECTION I: Excluded Persons

Certain individuals and entities are prohibited from being Settlement Class Members and receiving payment under this Settlement. These Excluded Persons are:

- authorized GM dealers;
- daily rental fleet purchasers, owners and lessees (that is a company which regularly engages in the rental of passenger cars without drivers to the general public on a daily or weekly basis and which purchases or leases vehicles for the purpose of such rentals);
- governmental or quasi-governmental bodies;
- the judicial officers presiding over the Actions* and Related Actions* and their immediate family members;
- Actions Counsel* as well as members of their staff and immediate family;

- all individuals and entities that have previously released their economic loss claims that are in any way, directly or indirectly, related to the issues corrected by the Recalls; and
- all individuals and entities that have validly opted-out of the Settlement.

*The terms Actions, Related Actions and Actions Counsel are defined in the Settlement Agreement located on the Settlement Website, and include the *Oberski* and *Gagnon* lawsuits as well as lawsuits filed in other provinces.

**The determination of the Settlement Administrator as to whether you are an Excluded Person is dispositive; there is no appeal to a court. The Settlement Administrator will make this determination based upon data provided by the Parties, as well as any additional information/documentation that the Settlement Administrator may request from you.

I CONFIRM THIS CLAIM IS NOT ON BEHALF OF ANY OF THE ABOVE-LISTED EXCLUDED PERSONS

SECTION II: Information on Claimant and Subject Vehicle

Owner/Lessee Last Name:

First Name:

Middle Initial:

OR Full Business Name of Owner/Lessee:

Vehicle Identification Number (VIN):

Make, Model, and Model Year of Vehicle:

Telephone Number:

Email Address:

Your Current Address (Number/Street/P.O. Box No.):

City:	Province:	Postal Code:
<p>If you lived/operated at a different address when you owned or leased the Subject Vehicle than the current address provided above, please provide your Address at the time you owned or leased the Subject Vehicle for which you are submitting a Claim (Number/Street/P.O. Box No.):</p>		
City:	Province:	Postal Code:

SECTION III: Check the Box below that applies to you and add the applicable date(s)	
Check ONE Box below that applies to you and this claim and complete the requested fields.	
<input type="checkbox"/>	<p>I am the CURRENT owner or lessee of a Subject Vehicle and I purchased or leased the Subject Vehicle on or before the Recall Announcement Date.</p> <p>Please select one: Did you Purchase <input type="checkbox"/> or Lease <input type="checkbox"/> the Subject Vehicle?</p> <p>I purchased/leased the Subject Vehicle on: ___/___/___ (MM/DD/YYYY)</p>
<input type="checkbox"/>	<p>I am a FORMER owner or lessee of a Subject Vehicle, and I owned or leased the Subject Vehicle on or before the Recall Announcement Date.</p> <p>Please select one: Did you Purchase <input type="checkbox"/> or Lease <input type="checkbox"/> the Subject Vehicle?</p> <p>I purchased/leased the Subject Vehicle on: ___/___/___ (MM/DD/YYYY)</p> <p>I sold/ended the lease of the Subject Vehicle on: ___/___/___ (MM/DD/YYYY)</p>

SECTION IV: Attestation

By signing below I declare and affirm that the information in this court-ordered Claim Form is true and correct, that I can make this Claim, and have legal authority to submit this Claim Form. I understand that my Claim may be subject to audit, verification and review by the Settlement Administrator, the Ontario Superior Court of Justice and/or the Superior Court of Québec, and that I may be requested to provide additional information to support my claim. **I understand that submitting incorrect information may subject me to criminal and/or civil prosecution for fraud.**

SIGNED: _____ DATE: _____

If you are signing on behalf of a Claimant, indicate your authority to sign, e.g., estate representative, power of attorney, legal guardian. If you are signing on behalf of an entity, indicate your job title.

Claim Forms must be electronically submitted or postmarked on or before the Claims Deadline, which is [● date].

Questions? Visit [● settlement website] or call, toll-free, [● phone number]

Schedule “F” - Initial Press Release

If You Owned or Leased a GM Vehicle that was Subject to Certain 2014 Recalls, You May Have Rights and Choices in a Proposed Settlement.

A proposed class settlement of economic loss claims by persons who owned or leased certain GM vehicles that were recalled in 2014 has been submitted for approval to the Ontario Superior Court of Justice and the Superior Court of Québec. The recalls involved the Delta ignition switch, key rotation, Camaro Knee-Key and/or electric power steering. The plaintiffs claim that consumers overpaid when they bought or leased these vehicles. General Motors LLC (“**New GM**”) and General Motors of Canada Company (formerly General Motors of Canada Limited) (“**GM Canada**”) deny these allegations. The plaintiffs, New GM and GM Canada have agreed to a settlement to avoid the risk and cost of further litigation.

The proposed settlement class includes all persons resident in Canada (individuals, businesses and organizations) who, at any time on or before GM’s announcement of the 2014 recalls, owned, purchased, and/or leased a vehicle subject to any of the recalls in any of the provinces/territories in Canada. Daily rental fleet businesses, governmental entities and certain other persons are not included in the settlement class. Go to [[settlement website](#)], or call [[phone number](#)], to see if your GM vehicle is covered by the settlement.

If approved, the settlement fund will be CA\$12 million. Payment amounts to eligible settlement class members will vary depending on which recall applied to their vehicle, the amount of administrative expenses, taxes and any honoraria payments, and the number of settlement class members who file claims.

For details about the settlement, including the money that may be available to settlement class members, and your eligibility to file a claim and receive a payment, review the Long Form Notice and the Settlement Agreement available at [[settlement website](#)]. If the settlement is approved, you will be required to submit a claim online or by mail on or before the deadline which will be posted on the website.

Settlement class members have other options too. The settlement will not include the release of any claims for personal injury (and related family/dependent claims), wrongful death or actual physical property damage. However, if you want to keep your right to sue New GM, GM Canada and certain other released parties about the economic loss claims, you must exclude yourself from the class. If you exclude yourself, you cannot receive benefits provided by the settlement. Your exclusion request must be sent to the Settlement Administrator and postmarked on or before [[Opt Out Deadline](#)]. **IF YOU DO NOT EXCLUDE YOURSELF AND THE SETTLEMENT IS APPROVED, YOU WILL BE BOUND BY THE RELEASE, WAIVER AND COVENANT NOT TO SUE.** Get advice from your lawyer about deadlines for individual lawsuits.

If you stay in the settlement class, you may object to the settlement – that is, tell the Ontario Superior Court of Justice or the Superior Court of Québec why you don’t like the settlement. Your objection must be postmarked or emailed on or before [[Objection Deadline](#)]. Information about how to exclude yourself or object to the settlement is available at [[settlement website](#)].

The Ontario Superior Court of Justice will hold a hearing on [date], 2024 at [time] a.m. (Eastern Time), and the Superior Court of Québec will hold a hearing [date], 2024 at [time] a.m. (Eastern Time), to consider whether to approve the settlement. You may appear at the hearings either yourself or through a lawyer hired by you, but you do not have to do so.

The legal fees to be paid to plaintiffs' counsel may also be approved at the hearings to approve the settlement. New GM and GM Canada have agreed to pay the legal fees and expenses of plaintiffs' counsel up to a maximum amount of CA\$4,397,500.00 to be paid separately, that is, not to be deducted from the settlement fund, and which must be approved by the Courts.

For more information, call [phone number] or visit [settlement website].

You may also contact lawyers for the Settlement Class at:

<p>Rochon Genova LLP</p> <p>Attention: Ron Podolny rpodolny@rochongenova.com Tel: 1-866-881-2292 or local (416) 363-1867</p> <p>121 Richmond Street West Suite #900 Toronto, ON M5H 2K1</p>	<p>Kim Spencer McPhee Barristers P.C.</p> <p>Attention: Megan B. McPhee mbm@complexlaw Tel: (416) 596-1414</p> <p>1203-1200 Bay Street Toronto, ON M5R 2A5</p>
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Schedule “G” - Reminder Press Release

Eligible Owners or Lessees of GM Vehicles that were Subject to Certain 2014 Recalls, You Must File Your Settlement Claim before [date], 202[year]. A class settlement of economic loss claims by persons who owned or leased certain GM vehicles that were recalled in 2014 has been approved by the Ontario Superior Court of Justice and the Superior Court of Québec. The recalls involved the Delta ignition switch, key rotation, Camaro Knee-Key and/or electric power steering.

The plaintiffs claimed that consumers overpaid when they bought or leased these vehicles. General Motors LLC (“**New GM**”) and General Motors of Canada Company (formerly General Motors of Canada Limited) (“**GM Canada**”) denied these allegations. The plaintiffs, New GM and GM Canada agreed to a settlement to avoid the risk and cost of further litigation. The settlement does not include the release of any claims for personal injury (and related family/dependent claims), wrongful death or actual physical property damage.

The settlement class includes all persons resident in Canada (individuals, businesses and organizations) who, at any time on or before GM’s announcement of the 2014 recalls, owned, purchased, and/or leased a vehicle subject to any of the recalls in any of the provinces/territories in Canada. Daily rental fleet businesses, governmental entities and certain other persons are not included in the class.

Go to [settlement website] to see if your GM vehicle is covered by the settlement and if you are eligible to file a claim. All claims must be received electronically or by mail on or before [date], 202[year].

The settlement fund is CA\$12 million. Payment amounts to eligible settlement class members depend on which recall applied to their vehicle, the amount of administration expenses, taxes, and any honoraria payments, and the number of eligible settlement class members who file claims.

Learn more by calling [phone number] or visiting [settlement website].

You may also contact lawyers for the Settlement Class at:

<p>Rochon Genova LLP</p> <p>Attention: Ron Podolny rpodolny@rochongenova.com Tel: 1-866-881-2292 or local (416) 363-1867</p> <p>121 Richmond Street, West Suite #900 Toronto, ON M5H 2K1</p>	<p>Kim Spencer McPhee Barristers P.C.</p> <p>Attention: Megan B. McPhee mbm@complexlaw Tel: (416) 596-1414</p> <p>1203-1200 Bay Street Toronto, ON M5R 2A5</p>
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