

NOTICE OF PROPOSED CLASS SETTLEMENT

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

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

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

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

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

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

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

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

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

The benefits under the Settlement are:

- Defendants have agreed to create a settlement fund of **\$150,000,000** (“Settlement Fund”) from which Class Members may receive monetary compensation under the Settlement.
- Owners and lessees of a Class Vehicle that has received or is eligible for the “Battery Replacement Final Remedy”—under which the Class Vehicle has or is eligible to be provided with a replacement battery—will receive a cash payment of **\$700, subject to certain provisions that apply to vehicles with multiple owners or lessees prior to the preliminary approval of the Settlement.**
- Owners and lessees of a Class Vehicle that has the “Software Final Remedy” performed on their vehicle—under which the Class Vehicle is equipped with advanced diagnostic software designed to detect anomalies that might indicate a potentially defective battery—will receive a cash payment of **\$1,400**. Certain former owners and lessees of these Class Vehicles may also receive compensation. Subsequent purchasers or lessees of vehicles that have already had the Software Final Remedy performed under prior ownership, however, are not entitled to any compensation under the Settlement.
- Once all timely claims are processed, if sufficient funds remain in the Settlement Fund, Settlement Class Members may receive additional compensation.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	The <u>only</u> way to get compensation. The deadline to submit a Claim Form is February 24, 2025. Any extension of this date will be posted on the Settlement website.	Read more on Page 6.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever file or be part of any other lawsuit against GM or LG about the legal claims in this case, now or in the future. The deadline to submit a request for exclusion is February 24, 2025.	Read more on Page 7.
OBJECT	To object to the terms of the Settlement, you must remain a member of the Settlement Class—you cannot ask to be excluded. You may object to the Settlement by writing to the Court and Counsel (identified on Page 9) and indicating why you do not like the Settlement. The deadline to object is January 24, 2025.	Read more on Page 8.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement. The deadline to challenge the fairness of the Settlement is January 24, 2025.	Read more on Page 10.
DO NOTHING	If you do nothing, you will still be bound by the terms of the Settlement. Although you will still be entitled to receive the Software Final Remedy and Battery Replacement Final Remedy even if you do nothing, you will not receive any monetary benefits you may be entitled to under the Settlement.	Read more on Page 7.

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Basic Information

1. *What is this lawsuit about?*

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

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

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

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

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

3. *Why is there a Settlement?*

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

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

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

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

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

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

Who is in the Settlement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If you are not sure whether you are included in the Settlement, you may visit www.BoltEVBatterySettlement.com. You may also write with questions to the Settlement Administrator at *Chevy Bolt Battery Litigation* Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134, or call 1-888-726-1650.

The Settlement Benefits – What You Will Get

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

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

- (1) **Battery Replacement Final Remedy Payment.** General Motors is offering a battery replacement remedy for approximately 80,000 of the Class Vehicles, under which the vehicle has received or is eligible to receive a replacement battery. Class Members whose vehicles have received or are eligible to receive a replacement battery under this Battery Replacement Final Remedy will be entitled to a payment of **\$700**. If such a vehicle had multiple owners or lessees prior to preliminary approval of the Settlement, and each submits a timely claim, the payment will be divided between Class Members in proportion to the period of their ownership or lease of the vehicle.

- (2) **Software Final Remedy.** General Motors has provided or will provide approximately 22,560 Class Vehicles with advanced diagnostic software designed to detect anomalies that might indicate a potentially defective battery by monitoring the battery over 10,000 km (6,214 miles) of use, with state-of-charge capped during that period at 80%. The software will continue to monitor the battery for the life of the Class Vehicle after return to a 100% state of charge.

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

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

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

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

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

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

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

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

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

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

How to Get a Benefit

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

In order to obtain either the Software Final Remedy Payment or the Battery Replacement Final Remedy Payment, unless you received payment under the E-Card Program, you must fill out and send to the Settlement Administrator a Claim Form. The Claim Form may be obtained at www.BoltEVBatterySettlement.com or by calling the Settlement Administrator at 1-888-726-1650. The completed Claim Form must be sent to the Settlement Administrator by mail at the address below or via the Settlement website postmarked by February 24, 2025.

Chevy Bolt Battery Litigation Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

Upon receiving a Claim Form from a claimant, the Settlement Administrator will review the documentation and confirm or deny the claimant's eligibility to receive payment.

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

16. What is the deadline to make a claim?

You must have submitted a complete and valid claim by **February 24, 2025**.

You may begin submitting information on **November 25, 2024**, although no claims can be finalized or payments made until the Court grants final approval of the Settlement, except for payments under the E-Card Program. For more information about that process, see Question 36.

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

To start your claim, go to www.BoltEVBatterySettlement.com after November 25, 2024, and submit your VIN (Vehicle Identification Number). As early as November 25, 2024, you will be able to submit supporting documentation including (depending on your particular circumstance):

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

18. When will I receive my payment?

The earliest possible time for payments to begin is May 2025. If the Court grants final approval of the Settlement, eligible claims will be paid on a rolling basis as they are received and approved.

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

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

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

20. What if I do not do anything?

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

Your Rights – Getting Out of the Settlement

21. Can I get out of the Settlement?

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

22. How can I exclude myself from the Settlement?

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

- (1) The name of the lawsuit: *In re Chevrolet Bolt EV Battery Litigation*, No. 2:20-13256-TGB-CI (E.D. Mich.);
- (2) Your full name, current address, and telephone number;
- (3) Your vehicle year and model;

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

You must send your Request for Exclusion postmarked no later than February 24, 2025 to the address below:

Chevy Bolt Battery Litigation Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

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

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

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

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

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

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

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

Your Rights – Objecting to the Settlement

26. Can I tell the Court I do not like the Settlement?

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

27. How can I object to the Settlement?

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

- (1) The name of the lawsuit;
- (2) Your full name, current address, and telephone number;
- (3) Whether, as of the date of the written objection, you currently own or lease or whether you previously owned or leased a 2017-22 model year Chevrolet Bolt EV; the specific model year(s) and the approximate date(s) of purchase or lease (for example, "I currently own a 2020 Chevy Bolt that I purchased in January 2021.");
- (4) The Vehicle Identification Number(s) (VIN) of your vehicle(s);
- (5) Specific reasons for your objection, including the factual and legal grounds for your position;
- (6) The name and address of any attorney who is representing you in making the objection or who may be entitled to compensation in connection with the objection;
- (7) A list of any other objections to any class action settlements you or your counsel have submitted to any court, whether State, Federal, or otherwise, in the United States in the previous five (5) years (if none, so state);
- (8) Evidence and supporting papers, if any, that you want the Court to consider in support of your objection;

- (9) Whether you intend to appear at the Fairness Hearing (as described in Question 36), whether you will be represented by separate counsel, and the identity of any such counsel and anyone who will be called to testify in support of the objection; and
- (10) Your signature, the signature of any attorney representing you in connection with the objection, and the date of your signature.

You must file your objection with the Court and mail separate copies to Proposed Class Counsel and Defendants' counsel, by First-Class United States Mail, no later than January 24, 2025.

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

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

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

Proposed Class Counsel:

Gretchen Freeman Cappio
Ryan McDevitt
KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3400
Seattle, WA 98101
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Defendants' Counsel (send to all):

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

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

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

Your Rights – Appearing at the Hearing

29. Can I appear at the Fairness Hearing?

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

If you want to appear, or if you want your own lawyer instead of Proposed Class Counsel to speak for you in this lawsuit, you must file a written notice with the Court and serve your notice of intent to appear on the attorneys listed above in Question 27. You must state in that paper, “I intend to appear at the hearing.” The notice of intent to appear must be filed and served no later than January 24, 2025.

Understanding the Class Action Process

30. Why am I receiving Notice?

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

31. What is a class action?

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

32. How was this Settlement reached?

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

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

The Lawyers Representing You

33. Do I have a lawyer in this case?

The Court has appointed lawyers as Proposed Class Counsel. They have asked that the Court appoint them Class Counsel to represent all Class Members. They are:

Gretchen Freeman Cappio
Ryan McDevitt
KELLER ROHRBACK LLP
1201 Third Avenue, Suite 3400
Seattle, WA 98101

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

You will not be charged for contacting these lawyers.

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

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

35. How much will the lawyers be paid?

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

Final Approval of the Settlement

36. When will the Settlement become final?

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

The Court has scheduled a Fairness Hearing, to be held on March 25, 2025 at 2:00 p.m., to decide whether certification of the Settlement Class is proper; whether the Settlement is fair, adequate, and reasonable; and whether the Settlement should be finally approved. In addition, the Court will consider Proposed Class Counsel's application for an award of attorneys' fees and reimbursement of expenses. The Court is located at the United States District Court for the Eastern District of Michigan, Theodore Levin U.S. Courthouse 231 W. Lafayette Blvd., Room 253 Detroit, MI 48226. The Fairness Hearing may be rescheduled to a later time without further notice (in such event, the new hearing date and time will be posted on the Settlement website). You may, but do not have to, attend the Fairness Hearing. If the Court grants final approval of the Settlement and the time to appeal has expired, the Settlement will become final and benefits will be paid or made available to the Class, as applicable.

37. What happens if the Settlement is not approved?

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

More Information

38. Where can I get more information?

If you have additional questions regarding this Notice or the Settlement, or if you did not receive Notice in the mail and believe that you may be a member of the Settlement Class, you should contact the Settlement Administrator through the dedicated website for this case by visiting www.BoltEVBatterySettlement.com or by calling 1-888-726-1650 for more information, or you may communicate directly with Proposed Class Counsel by contacting the attorneys listed in Question 33. You should check the website frequently because court dates can and often do change.

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

The Clerk of the Court is located at:

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

Please do not contact the Court.

Date of Notice: November 25, 2024