

SETTLEMENT AGREEMENT

Court File No.: 1872/16 CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N

DALE SHIPPELT and PAUL UNGOED

Plaintiffs

and

GENERAL MOTORS OF CANADA COMPANY
and GENERAL MOTORS, LLC

Defendants

Dated as of April 9, 2019

1. PREAMBLE AND RECITALS

This Settlement Agreement is made and entered into this 9th day of April, 2019, by, and among the Plaintiffs in the Action (as defined below) on behalf of themselves and in their capacity as proposed representatives of the Class (as defined below), by and through their counsel, and General Motors of Canada Company and General Motors, LLC (all hereinafter "GM") by and through their counsel providing for the settlement of all matters raised or which could have been raised in the Action, including all claims in Canada arising from, without limitation, the design, manufacture, marketing, sale and distribution of certain 2016 Model Year Buick Enclave, GMC Acadia and Chevrolet Traverse Vehicles that allegedly displayed the incorrect fuel economy and annual fuel cost.

WHEREAS, the Parties intend by this Settlement Agreement to resolve all past, present, and future claims of the Class Members (as defined below) in any way arising out of or relating to the design, manufacture, marketing, sale, distribution and use of certain 2016 Model Year Buick Enclave, GMC Acadia and Chevrolet Traverse Vehicles that allegedly displayed the incorrect fuel economy and annual fuel cost;

WHEREAS, the Parties shall seek consent certification and Settlement approval of the Action (as defined herein) as class proceedings for the purpose of approving the Settlement Agreement;

WHEREAS, GM denies any liability or wrongdoing and further denies that the Plaintiff or the Class Members have any justifiable claim for relief or that it has any liability to the Plaintiff or the Class Members;

WHEREAS, the Parties agree that Class Members have the right to exclude themselves from the Action by exercising the right to Opt Out under section 9 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 in the manner provided herein;

WHEREAS, GM has agreed to pay the amounts stipulated herein to settle all claims made by the Class Members in accordance with the eligibility criteria described herein and all reasonable costs and expenses authorized by GM for the Claims Administrator including cost and expense in mailing notices and settlement consideration and approved Class Counsel fees, assessable disbursements, and any applicable HST;

WHEREAS, the Parties agree that neither this Settlement Agreement nor any document relating thereto, nor any action taken to carry out this Settlement Agreement, shall be offered in evidence in any action or proceeding against GM in any court, administrative agency or other tribunal in Canada or elsewhere in the world for any purpose whatsoever other than to give effect to and enforce the provisions of this Settlement Agreement or to seek court approvals of the Settlement Agreement;

WHEREAS, arm's length settlement negotiations have taken place between Class Counsel and Counsel for GM and this Settlement Agreement embodies all the terms and conditions of the settlement between GM and the Class Representatives, subject to final approval of the Court;

WHEREAS, the Class Representatives, Plaintiffs, and Class Counsel have concluded that this Settlement Agreement provides substantial benefits to the Class Members and is fair, reasonable, and in the best interests of the Class Members based on an analysis of the facts and the law as applied to the claims of the Class Members, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted litigation, trials, and appeals, as well as the fair, cost-effective, and assured method provided in the Settlement Agreement of resolving the claims of Class Members;

WHEREAS, Class Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of Class Representatives, Plaintiffs, and the Class Members, and that Class Counsel have consulted with and confirmed that all Class Representatives fully support and have no objection to this Agreement;

WHEREAS, GM has similarly concluded that this Settlement Agreement is desirable in order to avoid the time, risks, and expense of defending multiple and protracted litigation, and to resolve finally and completely the pending and potential claims of the Class Members anywhere in Canada;

NOW, THEREFORE, subject to Court approval, without any admission or concession by GM, Class Representatives or the Class, Class Counsel, Class Representatives, it is agreed as follows:

2. DEFINITIONS

2.1 **“Action”** means *Dale Shippelt and Paul Ungoes v. General Motors of Canada Company and General Motors, LLC*, Court File No. 1872/16CP (Ontario Superior Court of Justice, filed).

2.2 **“Agreement”** or **“Settlement Agreement”** means this Settlement Agreement and the exhibits attached hereto or incorporated herein (the “Settlement”).

2.3 **“Approval Hearing”** means the motion at which the Court will determine whether to approve this Agreement as fair, reasonable, and in the best interests of the Class.

2.4 **“Approval Notice”** means the notice to Class Members advising of the Court approvals of the Settlement Agreement and the manner and timing by which Claims can be submitted, substantially in the form attached hereto as Exhibit “A”.

2.5 **“Authorized GM Dealer”** means any authorized Chevrolet-, Buick- or GMC-brand dealer located in Canada as evidenced by a valid dealer sales and service agreement.

2.6 **“Class Counsel”** means McKenzie Lake Lawyers LLP.

2.7 **“Class Counsel Fees and Expenses”** means such funds as negotiated between the Parties or as determined by binding arbitration, and approved by the Court, to compensate Class Counsel in the Action representing the Plaintiffs who have assisted in conferring the benefits upon the Class under this Settlement for their fees and expenses in connection with the Settlement, as described in Section 14 of this Agreement.

2.8 **“Claim”** or **“Claim Form”** means the claim of a Class Member or his or her or its representative submitted on a Claim Form as provided in this Settlement Agreement in the form attached hereto as Exhibit “B”.

2.9 **“Claimant”** means a Class Member who has submitted a Claim.

2.10 **“Claim Period”** means the time period in which Class Members may submit a Claim Form to the Claims Administrator for review, which shall run from the date of the Pre-Approval Notice Date up to and including sixty (60) days after the Court’s issuance of the Final Order and Final Judgment.

2.11 **“Claims Administrator”** means the Court-appointed third-party administrator agreed to by the Parties and appointed by the Court to implement the Notice Program with respect to the Pre-Approval Notice and the Approval Notice and to receive notice from Class Members who elect to Opt Out or Object to the Settlement and to oversee and administer the

Settlement, subject to the limits provided in this Agreement. The Parties agree that Analytics Consulting shall serve as Claims Administrator, subject to approval by the Court.

2.12 **“Claims Process”** means the process for submitting and reviewing Claims described in this Settlement Agreement.

2.13 **“Class”** or **“Plaintiffs”** mean(s): All persons within Canada who are original/new purchasers or lessees, either at retail or as fleet, of a new model year 2016 Chevrolet Traverse, Buick Enclave, or GMC Acadia with a “window sticker” displaying the incorrect fuel economy and annual fuel cost from an authorized GM dealer (vehicles purchased by companies for daily rental service are excluded) and who did not participate in the voluntary compensation plans previously offered by the Defendants and thereby agreed to a release of the claims made in this case and who have not otherwise released their claims against GM set forth in the Action and who do not exercise the timely and valid Opt-Out right in the manner provided herein.

2.14 **“Class Member”** means a member of the Class, approximately 405 in number.

2.15 **“Class Member’s Immediate Family”** means a Class Member’s spouse and children.

2.16 **“Class Representatives”** means Dale Shippelt and Paul Ungood.

2.17 **“Class Vehicles”** shall mean the model year 2016 Chevrolet Traverse, Buick Enclave and GMC Acadia vehicles that were purchased new or leased by Class Members. It is acknowledged that there are 248 retail and 157 Fleet/Lessees VIN’s covered by the Settlement, and therefore 405 Class Members.

2.18 **“Court”** means the Ontario Superior Court of Justice.

2.19 **“Direct Mailed Notice”** means the Direct Mailed Notice substantially in the forms as attached hereto as Exhibits “A” and “D”.

2.20 **“Effective Date”** means the latest date on which the Final Orders and/or Final Judgments approving this Agreement becomes final. For purposes of this Agreement:

- A. if no appeal has been taken from the Final Orders and/or Final Judgments, “Effective Date” means the date on which the time to appeal therefrom has expired; or
- B. if any appeal has been taken from the Final Orders and/or Final Judgments, “Effective Date” means the date on which all appeals therefrom have been finally disposed of in a manner that affirms the Final Orders or Final Judgments; or

2.21 **“Final Judgments”** or **“Final Orders”** means the Courts’ final judgments as described in Section 4 of this Agreement, which are to be consistent with the forms attached hereto as Exhibit “C”.

2.22 **“GM”** means General Motors of Canada Company and General Motors, LLC.

2.23 **“GM’s Counsel”** means Lerner LLP.

2.24 **“Notice(s)”** means the notices substantially in the form attached hereto as Exhibits “A” and “D”.

2.25 **“Notice Program”** means the method by which the Pre-Approval Notice and the Approval Notice are to be disseminated to the Class, as described in Section 9.

2.26 **“Objection”** means a written notice of objection to any aspect of the Settlement Agreement submitted by or on behalf of a Class Member.

2.27 **“Objection Deadline”** means the deadline by which a Class Member’s objection to this Settlement Agreement must be received by the Claims Administrator in order to be timely and valid. The Objection Deadline shall be the same date as the Opt-Out Deadline.

2.28 **“Opt-Out Deadline”** means the last day that a Class Member may opt out of the Settlement, which date will be sixty (60) days after the Pre-Approval Notice Date. The Opt-Out Deadline shall be the same date as the Objection Deadline.

2.29 **“Parties”** means Class Representatives and GM, collectively, as each of those terms is defined in this Settlement Agreement.

2.30 **“Pre-Approval Notice”** means the Notice to Class Members advising of certification, and the settlement approval hearing dates along with opt-out rights or the rights of Class Members to object to the Settlement Agreement, substantially in the forms attached hereto as Exhibit “D”.

2.31 **“Pre-Approval Notice Date”** means the first date on which the Pre-Approval Notice is disseminated to the Class.

2.32 **“Pre-Approval Notice Order”** means the order, which, if approved, will be entered by the Court certifying the Class for settlement purposes and approving the Pre-Approval Notice as outlined in Section 3 of this Agreement, which shall be substantially in the form attached hereto as Exhibit “E”.

2.33 **“Release”** means the release and waiver set forth in Section 13 of this Agreement and in the Final Order and Final Judgment.

2.34 **“Released Parties”** or **“Released Party”** means any GM entity, including, but not limited to, General Motors of Canada Company and General Motors, LLC, authorized GM dealerships and each of their past, present, and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, representatives, suppliers, vendors, contractors, advertisers, service providers, distributors and sub-distributors, agents, lawyers,

adjusters, administrators, advisors and any other person or entity who has, had, or could have legal responsibility relating to the Released Claims. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

2.35 Other capitalized terms used in this Agreement but not defined in this Section 2 shall have the meanings ascribed to them elsewhere in this Agreement.

2.36 The terms “he or she” and “his or her” include “it” or “its” where applicable.

3. PRE-APPROVAL NOTICE ORDERS

3.1 Upon execution of this Settlement Agreement, the Plaintiffs in the Action shall move for the Pre-Approval Notice Order from the Courts, in the form attached hereto as Exhibit “E”, which will, among other things:

A. certify the Action pursuant to the *Class Proceedings Act*, 1992, S.O. 1992, c. 6 for the sole purpose of giving effect to the within Settlement Agreement on behalf of the following class:

all persons within Canada who are the original new purchaser or lessee, either at retail or as fleet, of a new model year 2016 Chevrolet Traverse, Buick Enclave, or GMC Acadia with a “window sticker” displaying the incorrect fuel economy and annual fuel cost from an authorized GM dealer (vehicles purchased by companies for daily rental service are excluded) and who did not participate in the voluntary compensation plans previously offered by the Defendants and thereby agreed to a release of the claims made in this case.

B. certify the Action as class proceedings on the basis of the following common issue:

Did the Defendants display estimated city, highway and combined fuel economy ratings on Class Vehicle “window stickers” with incorrect fuel economy ratings? If yes, what are the remedies of Class Members?

C. order that Dale Shippelt and Paul Ungoes be appointed as the Class Representatives for the Class;

D. set a date for the Settlement Approval Hearing;

E. order that Analytics Consulting be appointed as Claims Administrator for the coordination of Pre-Approval Notice and the administration of opt-outs, objections and related tasks;

F. approve the form and content of the Pre-Approval Notice in substantially the form attached hereto as Exhibit "D";

G. approve and order the implementation of the Notice Plan as it relates to the giving of the Pre-Approval Notice as set out in Section 9 of this Agreement;

H. the cost of the Notice Plan, including the Pre-Approval Notice to Class Members and the cost of publicizing the Notice, shall be paid by GM pursuant to the provisions of Section 9; and

I. approve the Opt-Out Form in the form attached hereto as Exhibit "F".

3.2 The Defendants shall be entitled to notice of the motion seeking the Pre-Approval Notice Order but shall take no position on the motion.

4. SETTLEMENT APPROVAL ORDERS

4.1 Following dissemination of the Pre-Approval Notice, the Plaintiffs in the Action shall move for the Final Orders from the Court, in the form attached hereto as Exhibit "C" which will, among other things:

A. approve the Settlement Agreement and all Exhibits thereto;

B. declare that this Settlement Agreement is fair, reasonable and in the best interests of the Class Members;

C. order that the Settlement Relief set forth in this Settlement Agreement be provided in full satisfaction of the obligations of GM under this Settlement Agreement;

D. order that Analytics Consulting be appointed as Claims Administrator for the Settlement;

E. order that any Party may bring a motion to a case management judge appointed to supervise the Action at any time for directions with respect to the implementation or interpretation of this Settlement Agreement, such motion to be on notice to all other Parties;

F. provide that if a case-management judge in the Action is, for any reason, unable to fulfill any of the duties set out in this Settlement Agreement and the Exhibits hereto, another judge of the Court shall be appointed;

G. stay any other action seeking certification of a class proceeding arising from or related to Class Vehicles and a window sticker displaying incorrect fuel economy and annual fuel cost;

H. give effect to the releases in this Settlement Agreement;

I. dismiss all claims, without costs, and enter judgment as appropriate consistent with the terms herein; and

J. provide for releases and waivers in favour of GM as set out in Section 13 of this Settlement Agreement.

5. EFFECT OF NON-APPROVAL OR AMENDMENT OF SETTLEMENT AGREEMENT

5.1 If this Settlement Agreement is not approved by the Court:

A. 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 those of this paragraph;

B. the Parties will petition the Courts to have any stay orders entered pursuant to this Agreement lifted;

C. this Settlement Agreement, and all negotiations, statements and proceedings relating to this Settlement Agreement shall be without prejudice to the rights of all Parties, all of whom shall be restored to their respective positions existing immediately before this Settlement Agreement, except that the Parties shall cooperate in requesting that the Courts set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

D. the Plaintiffs agree to consent to an Order setting aside the Pre-Approval Notice Order to the extent those Orders certify the Action. Such consents are without prejudice to the Parties' right to bring a motion to certify the Action as class proceedings on a contested basis;

E. Class Representatives, Plaintiffs, and all other 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 actions or remedies that have been or might later be asserted in the Action including, without limitation, any argument concerning class certification, and punitive or other damages;

F. GM and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, arguments in support of, and substantive and procedural rights as to all defences to the causes of action or remedies that have been sought or might be later asserted in the Action, including without limitation, any argument or position opposing class certification, liability or damages;

G. neither this Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to this Agreement shall be admissible or entered into evidence for any purpose whatsoever; and

H. any settlement-related order(s) or judgment(s) entered in the Action after the date of execution of this Agreement shall be deemed vacated and shall be without any force or effect.

5.2 The Parties agree that whether or not it is approved by the Court, this Settlement Agreement and the fact of its negotiation and execution shall not constitute any admission by GM or be used against GM for any purpose in this or any other proceeding in Canada or elsewhere in the world and, without limiting the generality of the foregoing, this Settlement Agreement and the fact of its negotiation and execution shall not constitute an admission or be used by anyone (whether or not a party to these proceedings) in an effort to establish any of the alleged facts, the jurisdiction of the Canadian courts over any foreign party or the certification of these or other proceedings in any province. GM further specifically rejects that this Settlement Agreement constitutes an admission that the definition of a class contained herein constitutes a class appropriate for litigation purposes, and the Parties will enter into a Consent Order to that effect.

6. SETTLEMENT AGREEMENT EFFECTIVE

6.1 This Settlement Agreement shall become effective on the Effective Date.

7. WAIVER OF LIMITATION DEFENCE

7.1 For the purposes of making a claim under this Settlement Agreement, no Claimant shall be considered ineligible to receive any compensation set forth in this Settlement Agreement on the basis of any statute of limitation, prescription period or any other limitation or prescription defence. With respect to Class Members who Opt-Out, any such limitation periods otherwise applicable shall be deemed to commence, or re-commence, running as of the Opt-Out Deadline.

8. SETTLEMENT BENEFITS FOR THE CLASS MEMBERS

In consideration for the dismissal of the Action with prejudice, as contemplated in this Settlement Agreement, and for the full and complete Release, Final Judgments and Final Orders, as further specified herein, GM agrees to provide the relief specified in this Section after the Effective Date. The costs and expenses associated with providing the relief and otherwise implementing the relief specified in Section 8 of this Settlement Agreement shall be the sole obligation of and paid by GM. Eligible Class Members shall have a choice between the two settlement options as described in Section 8.1 and 8.2 of this Settlement Agreement.

8.1 Option 1 – Class Members can elect to receive a cheque payable in cash, in the same amount which was previously available to such Class Member in the voluntary compensation program, which was an amount calculated as five (5) times the annual difference in the estimated/expected fuel cost shown on the original incorrect window stickers and on the corrected window stickers. Lessees under Option 1 shall be paid the same pro rata amounts based on the length of their leases as was calculated in the voluntary compensation program; or

8.2 Option 2 – Class Members can elect to receive a voucher good for a \$2,000 credit on the purchase of any new GM vehicle from an Authorized GM Dealer in Canada within 3 years of the date the voucher is issued. A Class Member electing to receive the voucher, or a member of the Class Member's Immediate Family, if the class member is an individual, may use the voucher as a \$2,000 credit on the purchase price negotiated with the Authorized GM Dealer, in addition to any rebates or other incentives otherwise applicable to that vehicle purchase on the date of purchase. The vouchers are not otherwise transferable. Any purported sale, assignment or transfer of the voucher to any third party other than the Class Member's Immediate Family shall render such voucher immediately void.

8.3 Eligibility for Settlement Benefit

A. As part of the Claim Process, a Class Member shall be eligible for the relief in this Settlement Agreement, provided that such Class Member: (a) complete and timely submit a Claim Form to the Claims Administrator within the Claim Period; (b) have a Claim that is eligible for reimbursement; and (c) does not Opt Out of the Settlement. Class Members who do not timely return an election shall automatically receive the relief provided for in paragraph 8.1 above. In no event shall a Class Member be entitled to more than one payment per Subject Vehicle for the claim at issue.

B. Settlement cheques not cashed by a Class Member within 180 days of issuance will become stale-dated and not eligible for redemption. Stale-dated cheques will not be reissued. Any amount remaining as a result of stale-dated cheques will revert to GM and shall be paid/returned to GM by the Claims Administrator.

C. The Claims Administrator shall receive the Claim Form, and the Claims Administrator shall administer the review and processing of Claims. The Claims Administrator shall have the authority to determine whether a Claim Form submitted by a Class Member is complete and timely.

D. If accepted for payment, the Claims Administrator shall pay the Claim of the Class Member via issuance of cheque or voucher if elected by the Class Member and shall use its best efforts to pay timely, valid and approved Claims within forty-five (45) days after receipt of the Claim.

9. NOTICE TO THE CLASS

9.1 Components of Class Notice

Class Notice will be accomplished through direct mail.

9.2 Direct Mailed Notices

The Claims Administrator shall send the Direct Mailed Notices, substantially in the form attached hereto as Exhibit "D", by mail, proper postage prepaid, to the 405 original purchasers or lessees of Subject Vehicles, as identified by data to be forwarded to the Claims Administrator by GM. The Direct Mailed Notices shall be printed in both English and French. In addition, the Claims Administrator shall re-mail any Direct Mailed Notices returned by the postal service with a forwarding address no later than the deadline found in Pre-Approval Notice or Approval Notice Orders, as the case may be.

9.3 Notice

A. Contents of Notice

(1) The Pre-Approval Notice shall advise Class Members of the following:

1. General Terms: It shall contain a plain and concise description of the nature of the Action, the history of the litigation of the claim, the preliminary certification of the Class for settlement purposes, and the Settlement Agreement, including information on the identity of Class Members, how the proposed Settlement would provide relief to the Class and Class Members, what claims are released under the proposed Settlement, and other relevant terms and conditions.

2. Opt-Out Rights: It shall inform Class Members that they have the right to opt out of the Settlement. It shall also provide the deadlines and procedures for exercising this right.

3. Commenting on the Settlement: It shall inform Class Members of their right to comment on the proposed Settlement and appear at the Approval Hearing. It shall also provide the deadlines and procedures for exercising these rights.

4. Fees and Expenses: It shall inform Class Members about the amounts being sought by Class Counsel as Fees and Expenses and individual awards to the Class Representatives, and shall explain that GM will pay the fees and expenses awarded to Class Counsel and individual awards to the Class Representatives in addition to amounts being made available for relief to Class Members by this Settlement Agreement.

(2) The Approval Notice shall advise Class Members of the following:

1. General Terms: It shall contain a plain and concise description of the nature of the Action, the history of the litigation of the claim, including the Court Approval and an overview of the Settlement Benefits and claims process and deadlines.

9.4 Duties of the Claims Administrator

A. Subject to the approval of the Courts, the Parties agree that Analytics Consulting shall be appointed as the Claims Administrator.

B. The Claims Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Direct Mailed Notices; (b) handling returned mail not delivered to Class Members; (c) receiving and maintaining on behalf of the Court any Class Member correspondence regarding requests for exclusion and/or comments on the Settlement; (d) forwarding written inquiries to Class Counsel or their designee for a response, if warranted; (e) establishing a post-office box for the receipt of any correspondence; (f) responding to requests from Class Counsel and/or GM's Counsel; (g) mailing cheques and vouchers to Class Members; (h) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement Agreement; and the Claims Administrator shall also be responsible for, without limitation, implementing the terms of the Claim Process and related administrative activities. The Claims Administrator shall coordinate their activities to minimize costs in effectuating the terms of this Settlement Agreement.

C. If the Claims Administrator makes a material or fraudulent misrepresentation to any party, conceals requested material information, or fails to perform adequately on behalf of GM or the Class, the Parties may agree to remove the Claims Administrator, subject to approval of the Courts. Disputes regarding the retention or dismissal of the Claims Administrator shall be referred to the Courts for resolution.

D. Not later than twenty (20) days before the date of the Approval Hearing, the Claims Administrator shall file with the Courts: (a) a list of those persons or entities who or which have opted out or excluded themselves from this settlement and the terms of this Settlement Agreement; (b) the details outlining the scope, method, and results of the mailed notice; and (c) copies of any written comments and objections submitted by Class Members.

E. The Claims Administrator and the Parties, through their respective counsel, shall promptly, after receipt, provide copies of any requests for exclusion, comments and/or related correspondence to each other.

The Parties agree that any communications or publications, by Class Counsel regarding issues addressed in this Agreement will be consistent with the terms of this Agreement, the Class Notice, and any order or judgement of the court. To the extent that Class Counsel wish to communicate with or respond to any inquiry by press or media concerning issues in this Agreement, Class Counsel will provide GM and GM Counsel with 48 hours advance notice and reasonable opportunity to review all such communications in advance.

10. APPOINTMENT AND ROLE OF CLAIMS ADMINISTRATOR

10.1 Subject to the approval of the Courts, the Parties agree that Analytics Consulting shall be appointed as the Claims Administrator for the purpose of administering the Settlement.

10.2 The Claims Administrator must sign and adhere to a confidentiality statement, in a form satisfactory to the Parties, by which it agrees to keep confidential any information concerning Class Members or GM, including the identities and mailing addresses of Class Members to be provided by GM, and the Claims Administrator shall institute and maintain procedures to ensure that the identity of all Class Members and Parties, and all information regarding their claims and submissions will be kept strictly confidential and will not be provided to any person except as may be provided for in this Settlement Agreement or as may be required by law.

10.3 The Claims Administrator shall administer the claim relief specified in this Settlement Agreement pursuant to the terms of the Settlement Agreement and the Exhibits hereto.

10.4 If the Claims Administrator fails to perform adequately on behalf of GM or the Class, the Parties may agree to remove the Claims Administrator, subject to the approval of the Courts. Under such circumstances, the other Party shall not unreasonably withhold consent to remove the Claims Administrator, but this event shall occur only after Counsel for GM and Class Counsel have attempted to resolve any disputes regarding the retention or dismissal of the Claims Administrator in good faith, and, if they are unable to do so, after the matter has been referred to the Courts for resolution.

10.5 The Claims Administrator shall be subject to removal by the Courts for cause, on a motion by a Party on reasonable notice to the other Parties and the Claims Administrator.

10.6 In the event that the Claims Administrator is unable to continue to act for any reason, the Parties may propose a substitute Claims Administrator, subject to the approval of the Courts.

10.7 All reasonable costs associated with the administration of this Settlement Agreement shall be paid by GM.

10.8 The Claims Administrator may retain one or more persons to assist in the completion of the Claims Administrator's responsibilities.

10.9 The Claims Administrator and the Parties, through their respective counsel, shall promptly, after receipt, provide copies of any correspondence to each other that should properly be delivered to the Claims Administrator and/or counsel for the other Party.

11. OPTING OUT

11.1 Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion, using Exhibit "F", to the Claims Administrator at the address provided in the Pre-Approval Notice, postmarked on or before a date ordered by the Court specifying that he or she wants to be excluded and otherwise complying with the terms stated in the Pre-Approval Notice and Order. The Claims Administrator shall forward copies of any written requests for exclusion to Class Counsel and GM's Counsel. A list reflecting all requests

for exclusion shall be filed with the Court by the Claims Administrator no later than 20 days before the Approval Hearings. If a potential Class Member files a request for exclusion, he or she may not file objection comment under Section 12.

11.2 Any Class Member who does not file a timely written request for exclusion as provided herein is bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Judgments, and Final Orders in the Action, even if he, she or it has litigation pending or subsequently initiates litigation against GM relating to the claims and transactions released in the Action. GM's Counsel shall provide to the Claims Administrator, within 20 business days of the entry of the Pre-Approval Notice Order, a list of all counsel for anyone who has then-pending litigation against GM relating to claims involving the Subject Vehicles and/or otherwise covered by the Release.

12. COMMENTS ON SETTLEMENT

12.1 Any Class Member who has not filed a timely written request for exclusion and who wishes to submit a comment regarding the fairness, reasonableness, or adequacy of this Settlement Agreement, the requested award of Class Counsel Fees and Expenses, or the requested incentive awards to the Class Representatives, must file with the Courts on a date ordered by the Courts a written submission. The written submission of any Class Member must include: (a) a heading which refers to the Action; (b) the commenter's full name, telephone number, and address (the commenter's actual residential address must be included); (c) if represented by counsel, the full name, telephone number, and address of all counsel; (d) all of the reasons for his or her comments; (e) whether the commenter intends to appear at the Approval Hearing on his or her own behalf or through counsel; (f) a statement that the commenter is a Class Member, including the make, model, year, and VIN(s) of the Class Vehicle(s); and (g) the commenter's dated, handwritten signature (an electronic signature or lawyer's signature are not sufficient). Any documents supporting the comments must be attached to the written submission. If any testimony is proposed to be given in support of the comment at the Approval Hearing, the names of all persons who will testify must be set forth in written submission. Class Members may do so either on their own or through lawyer retained at their own expense.

12.2 Any Class Member who files and serves a written submission, as described in the preceding Section 12.1, may appear at the Approval Hearing, either in person or through personal counsel hired at the Class Member's expense, to put forward the comments to the fairness, reasonableness, or adequacy of this Settlement Agreement, the requested award of Class Counsel Fees, Costs, and Expenses, or the requested awards to the Class Representatives. Class Members or their counsel who intend to make an appearance at the Approval Hearing must advise counsel for the Parties of same, at least 14 days prior to Approval Hearing at which they intend to appear.

12.3 Any Class Member who fails to comply with the provisions of Sections 12.1 and 12.2 above shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Orders and the Final

Judgments in the Actions. The exclusive means for any challenge to this Settlement Agreement shall be through the provisions of this Section 12. Without limiting the foregoing, any challenge to the Settlement Agreement, Final Approval Orders or Final Judgments shall be pursuant to appeal under the applicable procedural rules and not through a collateral attack. Class Members may not both comment and request exclusion (opt out).

12.4 Any Class Member who comments on the Settlement shall be entitled to all of the benefits of the Settlement if this Agreement and the terms contained herein are approved, as long as the Class Member complies with all requirements of this Agreement applicable to Class Members, including the timely submission of Frame Replacement Reimbursement Claim Forms and other requirements herein.

13. RELEASE AND WAIVER

13.1 The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Orders and Final Judgments.

13.2 In consideration for the Settlement Agreement, Class Representatives, Plaintiffs, and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, actions, suits, petitions, liabilities, causes of action, individual actions, class actions, rights, damages, obligations, liabilities, appeals, reimbursements, penalties, costs, expenses, of any kind and/or type made or which could have been made regarding the subject matter of the Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or counsel's fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, assigned, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, provincial, or local law, statute, ordinance, regulation, code, contract, common law, violations of federal or any province's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, or any other source, or any claim of any kind related arising from, related to, connected with, and/or in any way involving the Action, the Subject Vehicles' fuel economy or fuel cost that are, or could have been, defined, alleged or described in the Statement of Claim, the Action, or any amendments of the Action, including, but not limited to, the design, manufacturing, advertising, testing, marketing, functionality, servicing, sale, lease or resale of the Subject Vehicles. Notwithstanding the foregoing, Class Representatives, Plaintiffs, and Class Members are not releasing claims for personal injury, wrongful death, or actual physical property damage arising from an accident involving a Subject Vehicle. The Parties acknowledge that the Release was bargained for and is an essential and material element of this Agreement.

13.3 The Final Orders and Final Judgments will reflect these terms and the Action shall be dismissed with prejudice and Class Members shall be permanently barred from initiating, asserting, or prosecuting any Released Claim.

13.4 Class Representatives, Plaintiffs, and Class Members expressly agree that this Release, the Final Orders, and/or the Final Judgments are, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

13.5 Class Representatives, Plaintiffs, and Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, caused of action and/or any other matters released through this settlement and the Settlement Agreement.

13.6 If a Class Member who does not opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement Agreement in any court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

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

13.8 Class Representatives, Plaintiffs, and Class Members represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. Class Representatives, Plaintiffs, and Class Members further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds or value under the Action, and that Class Representatives, Plaintiffs, and Class Members are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action or in any benefits, proceeds or values under the Action. Class Members submitting a Claim Form shall represent and warrant therein that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement Agreement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds or value under the Action, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the claims that they are releasing under the Settlement Agreement or in any benefits, proceeds or values in the claims that they are releasing under the Settlement Agreement.

13.9 Without in any way limiting its scope, and, except to the extent otherwise specified in this Settlement Agreement, this Release covers by example and without limitation, any and all claims for legal fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements incurred by any counsel, Class Counsel, Class Representatives, Plaintiffs, or Class Members who claim to have assisted in conferring the benefits under this Settlement Agreement upon the Class.

13.10 Class Representatives, Class Counsel, and any other legal counsel who receive legal fees and costs from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

13.11 The Parties specifically understand that there may be further pleadings, discovery requests and responses, testimony, or other matters or materials owed by the Parties pursuant to existing pleading requirements, discovery requests, or pretrial rules, procedures, or orders, and that, by entering into this Settlement Agreement, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.

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

13.13 Class Representatives, Plaintiffs, and Class Counsel hereby agree and acknowledge that the Release was bargained for, is an essential and material term of the Settlement Agreement and shall be included in any Final Orders and Final Judgments entered by the Courts.

14. CLASS COUNSEL FEES AND EXPENSES AND INDIVIDUAL CLASS REPRESENTATIVE AWARDS

14.1 Subject to Court approval, GM shall pay Class Counsel the amount of \$175,000 all-inclusive, including any and all fees and disbursements, plus HST.

14.2 GM agrees not to oppose the Class Representatives' request for an honoraria in the amount of \$500 payable to each Class Representative. Any honoraria approved by the Court shall be paid by GM by way of cheque made payable to each Class Representative no later than forty-five (45) days following the Effective Date.

15. GENERAL MATTERS AND RESERVATIONS

15.1 GM has denied and continues to deny each and all of the claims and contentions alleged in the Action, and has denied and continues to deny that it has committed any violation of law or engaged in any wrongful act or omission that was alleged, or that could have been alleged, in the Action. GM believes that it has valid and complete defenses to the claims asserted against it in the Action and denies that it 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 Action. This Agreement is not to be used in evidence except in connection with obtaining settlement approval. Neither this Agreement nor any certification of a class pursuant to it shall constitute, in this or any other proceeding, an admission by GM, or evidence or a finding of any kind, that any requirement for class certification is satisfied with respect to the Action, or any other litigation, except for the limited purpose of settlement pursuant to this Agreement. Nonetheless, GM has concluded that it is desirable that the Action be fully and finally settled in the matter upon the terms and conditions set forth in this Agreement.

15.2 The obligation of the Parties to conclude the proposed Settlement is and shall be contingent upon each of the following:

A. Entry by the Courts of the Pre-Approval and Approval Orders, from which the time to appeal has expired or which have remained unmodified after any appeal(s); and

B. Any other conditions stated in this Settlement Agreement.

15.3 The Parties and their counsel agree to keep the existence and contents of this Settlement Agreement confidential until the date on which the Motion for Pre-Approval Notice is filed; provided, however, that this Section shall not prevent GM from disclosing this confidential information, prior to the date on which the Motion for Pre-Approval Notice is filed, to provincial and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers or lawyers, or as otherwise required by law, nor shall it prevent the Parties and their counsel from disclosing such confidential information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of this Agreement.

15.4 Class Representatives and Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither Class Representatives nor their counsel may disclose it to third parties (other than experts or consultants retained by Class Representatives in connection with the Action), nor may they disclose any quotes or excerpts from, or summaries of, such information, whether the source is identified or not; that it not be the subject of public comment; that it not be used by Class Representatives or Class Counsel or other counsel representing plaintiffs in the Action in any way in this litigation or any other litigation or otherwise should the Settlement Agreement not be achieved, and that it is to be returned if a settlement is not concluded; provided, however, that nothing contained herein shall prohibit Class Representatives from seeking such information through formal discovery if appropriate and not

previously requested through formal discovery or from referring to the existence of such information in connection with the settlement of the Action.

15.5 Information provided by GM and/or GM's Counsel to Class Representatives, Class Counsel, any individual Class Member, counsel for any individual Class Member, and/or administrators, pursuant to the negotiation and implementation of this Settlement Agreement, includes trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential" pursuant to any confidentiality or protective orders that have been entered in the Action or other agreements, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon GM's request, be promptly returned to GM's Counsel, and there shall be no implied or express waiver of any privileges, rights and defenses.

15.6 Within ninety (90) days after the Effective Date (unless the time is extended by agreement of the Parties), Class Counsel, and any expert or other consultant employed by them in such capacity or any other individual with access to documents provided by GM and/or GM's Counsel to Class Counsel shall either: (i) return to GM's Counsel, all such documents and materials (and all copies of such documents in whatever form made or maintained) produced during the settlement process by GM and/or GM's Counsel and any and all handwritten notes summarizing, describing or referring to such documents; or (ii) certify to GM's Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained) produced by GM, and/or GM's Counsel and any and all handwritten notes summarizing, describing or referring to such documents have been destroyed, provided, however, that this Section 15.6 shall not apply to any documents made part of the record in connection with a Claim, nor to any documents made part of a court filing, nor to Class Counsel's work product. Six months after the distribution of the settlement funds to Class Members who submitted valid Claim Forms, the Claims Administrator shall return or destroy all documents and materials to GM and/or GM's Counsel and/or Class Counsel that produced the documents and materials, except that it shall not destroy any and all Claim Forms, including any and all information and/or documentation submitted by Class Members. Nothing in this Settlement Agreement shall affect any confidentiality order or protective order in the Action.

15.7 Class Counsel represent that: (1) they are authorized by the Class Representatives and Plaintiffs to enter into this Settlement Agreement with respect to the claims in the Action; and (2) they are seeking to protect the interests of the Class.

15.8 Class Counsel further represent that the Class Representatives and Plaintiffs: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (3) have read the pleadings in the Action or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Settlement Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Class Counsel and they have agreed to its terms; (6) have consulted with Class Counsel about the Action and this Settlement Agreement and the obligations imposed on representatives of the Class; (7) have authorized Class Counsel to execute this Agreement on their behalf; and

(8) shall remain and serve as representatives of the Class 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 said Class Representatives cannot represent the Class.

15.9 The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement Agreement to 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 Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

15.10 GM represents and warrants that the individual(s) executing this Agreement are authorized to enter into this Settlement Agreement on behalf of GM.

15.11 This Settlement Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Class Counsel and GM's Counsel on behalf of GM. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed or referenced in this Settlement Agreement exist among or between them, and that in deciding to enter into this Agreement, they rely solely upon their judgment and knowledge. This Settlement Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.

15.12 This Agreement and any amendments thereto shall be governed by and interpreted according to the law of the Province of Ontario.

15.13 Whenever this 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 Statutory Holidays) express delivery service as follows:

If to GM, then to:

Robert B. Bell
Lerners LLP
130 Adelaide Street West, Suite 2400
Toronto ON M5H 3P5
Tel: (416) 601-2374
Fax: (416) 867-2435
rbell@lerners.ca

If to Class Members or Class Representatives, then to:

Matthew D. Baer
McKenzie Lake Lawyers LLP
1800-140 Fullarton Street
London ON N6A 5P2
Tel: (519) 672-5666
Fax: (519) 672-2674
baer@mckenzielake.com

15.14 All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Courts, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Statutory Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section "Statutory Holiday" includes New Year's Day, Canada Day, Family Day, Victoria Day, Labour Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the Province of Ontario.

15.15 The Parties reserve the right, subject to the Courts' approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

15.16 The Class, Class Representatives, Plaintiffs, Class Counsel, GM, and/or GM's Counsel 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. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

15.17 The Parties expressly acknowledge and agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise. In no event shall this Settlement Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Settlement Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, Plaintiffs, Class Representatives, or the Class

or as a waiver by the Released Parties, Plaintiffs, Class Representatives, or the Class of any applicable privileges, claims or defenses.

15.18 Plaintiffs expressly affirm that the allegations as to GM contained in the operative Statements of Claim were made in good faith, but consider it desirable for the Action to be settled and dismissed as to GM because of the substantial benefits that the Settlement Agreement will provide to Class Members.

15.19 The Parties, their successors and assigns, and their 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.

15.20 The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

15.21 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 the breach before taking any action to enforce any rights under this Settlement Agreement.

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

15.23 This Settlement Agreement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original, all of which taken together shall constitute one and the same instrument.

15.24 Construction of Agreement

A. This Settlement Agreement shall be deemed to have been mutually prepared by the Parties hereto and shall not be construed against any of them solely by reason of authorship.

B. The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

C. Class Representatives, Plaintiffs, Class Members and Class Counsel, and GM and GM's counsel agree that the intent of this Settlement Agreement is to maximize the breadth of the definition of, and the protection and benefit to, the Released Parties, and that the Settlement Agreement should be interpreted with the policy of finality of settlements and ending any and all litigation, past, present and future, arising out of or in any way relating to the Released Claims.

15.25 Ongoing Authority

A. The Courts will retain exclusive jurisdiction over the Actions and over all Parties named or described herein, as well as all Class Members.

B. The Courts will also retain exclusive jurisdiction over this Settlement Agreement to ensure that all payments and disbursements are properly made, and to interpret and enforce the terms, conditions and obligations of this Settlement Agreement.

15.26 Communications with Class Members

A. All communications from the Claims Administrator or Claims Administrator to Class Members shall be made by regular mail to such Class Member's last mailing address provided by the Class Member to the Claims Administrator or Claims Administrator. Class Counsel, not GM or its counsel, will have responsibility for communication with Class Members regarding issues raised in this Agreement. Nothing in this Agreement is intended to prevent GM from communicating with Class Members in the normal course of business.

15.27 Confidentiality of and Access to Class Member Information

A. Any information provided by or regarding a Class Member or otherwise obtained pursuant to this Settlement Agreement shall be kept strictly confidential and shall not be disclosed, except to appropriate persons to the extent necessary to process claims, and/or to provide benefits under this Settlement Agreement, or as otherwise expressly provided in this Settlement Agreement. All Class Members shall be deemed to have consented to the disclosure of all this information for these purposes.

B. Class Counsel shall have access to all information maintained by the Claims Administrator regarding Class Members, and the processing and payment of claims.

15.28 French Translation

A. A French translation of this Settlement Agreement and all attached Exhibits shall be prepared by GM, and both versions shall be official and shall have equal weight.

15.29 Canadian Dollars

A. All dollar amounts set forth in this Settlement Agreement are expressed in Canadian dollars.

15.30 Execution and Processing of Settlement Agreement

A. The Parties and their respective counsel shall expeditiously do all things as may be reasonably required to give effect to this Settlement Agreement.

B. The Parties agree that this Settlement Agreement may be executed in counterparts, each of which shall be deemed to be an original for all purposes and executed counterparts taken together shall constitute the complete Settlement Agreement.

15.31 Publicity

A. The Parties agree that when commenting publicly on the cases settled pursuant to this Settlement Agreement, they shall, among other things:

1. State that the cases settled pursuant to this Settlement Agreement have been settled to the satisfaction of all parties;

2. State that the settlement of the cases subject to this Settlement Agreement is fair, reasonable and in the best interests of the Class; and

3. Decline to comment in a manner that casts the conduct of any Party in a negative light or reveals anything said during the settlement negotiations.


Dated: April 9, 2019

DALE SHIPPELT and PAUL UNGOED on behalf of themselves and the Settlement Class, by their counsel

Name of Authorized Signatory:

Matt Baer

Signature of Authorized Signatory:



McKenzie Lake Lawyers LLP
Class Counsel

GENERAL MOTORS OF CANADA COMPANY and GENERAL MOTORS, LLC., by their counsel

Name of Authorized Signatory:

R.B. BELL

Signature of Authorized Signatory:



Lerners LLP
Counsel for the Defendants