

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**GERI SIANO CARRIUOLO and  
PETER BRACCHI,**

**Plaintiffs,**

**No. 14-cv-61429**

**vs.**

**GENERAL MOTORS LLC,**

**Defendant.**

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**SETTLEMENT AGREEMENT AND RELEASE**

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**SETTLEMENT AGREEMENT AND RELEASE**

Plaintiffs Geri Siano Carriuolo (“Ms. Carriuolo”) and Peter Bracchi (“Mr. Bracchi”) (collectively, “Plaintiffs”) and Defendant General Motors LLC (“GM”) enter into this Settlement Agreement and Release (“Agreement”). Plaintiffs and GM (collectively, “Parties”), in consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, stipulate and agree as follows:

**WHEREAS**, on June 20, 2014, Plaintiffs filed a Complaint against GM in the United States District Court for the Southern District of Florida, in an action captioned *Carriuolo v. General Motors, LLC*, No. 14-cv-61429 (the “Action” or “Litigation”), alleging that they incurred damage as a result of certain alleged misrepresentations regarding the safety ratings assigned by the National Highway Traffic Safety Administration (“NHTSA”) on the window stickers of their 2014 Cadillac CTSs;

**WHEREAS**, as subsequently amended, Plaintiffs’ Complaint sought (1) certification of a Florida class under the Florida Deceptive and Unfair Trade Practices Act (Fla. Stat. §501.201, *et seq.*) (“FDUTPA”); (2) certification of a Tennessee class under the Tennessee Consumer Protection Act (Tenn. Code §47-18-101, *et seq.*); and (3) certification of multi-state classes on the basis of unjust enrichment and breach of express warranty;

**WHEREAS**, on July 9, 2015, the district court in the Litigation (the “Court”) denied certification of the Tennessee class and the multi-state classes, but certified a Florida class on the FDUTPA claim defined to include “All persons within the State of Florida who purchased or leased a 2014 Cadillac CTS that had affixed to it false and deceptive information concerning the NHTSA safety ratings for the vehicle”;

**WHEREAS**, the United States Court of Appeals for the Eleventh Circuit accepted GM's request for an appeal of the certification ruling pursuant to Fed. R. Civ. P. 23(f), and on May 17, 2016, that court affirmed the Court's certification ruling;

**WHEREAS**, the Parties participated in arm's-length settlement negotiations and a mediation with mediator Rodney Max on July 8, 2016, and the Parties subsequently agreed to a global and final resolution of all issues pertaining to the Litigation as set forth in this Agreement;

**WHEREAS**, Plaintiffs, on behalf of themselves and on behalf of the Class Members, and GM desire to compromise and settle all issues, claims, and/or facts asserted in the Litigation or that could have been asserted based upon the facts alleged in the Complaint as amended;

**WHEREAS**, Plaintiffs, by and through Class Counsel, have made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Litigation, engaged in extensive discovery on the claims asserted in the Litigation, and evaluated and considered the law applicable to the claims asserted in the Litigation, including the defenses that GM has and would likely assert;

**WHEREAS**, GM does not believe that Plaintiffs' or Class Members' claims are meritorious and has denied and continues to deny any and all liability and/or that Plaintiffs or Class Members have incurred damages, but has concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending the Litigation;

**WHEREAS**, the Parties agree that the settlement proposed in this Agreement is fair, adequate and reasonable;

**NOW, THEREFORE**, it is hereby stipulated and agreed by and between the undersigned Parties as follows:

## **I. DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings set forth below, unless the context clearly indicates otherwise. Where appropriate, the terms used in the singular shall be deemed to include the plural and vice versa.

A. “Action” shall mean the case captioned *Carriuolo v. General Motors LLC*, No. 14-cv-61429 (S.D. Fla.). Action may also be referred to in this Agreement as “Litigation.”

B. “Administrator” or “Settlement Administrator” means a third-party agent or administrator selected by Class Counsel and Defendant’s Counsel to help implement and effectuate the terms of this Agreement.

C. “Agreement” shall mean this Settlement Agreement and Release.

D. “Class” shall mean “All persons within the State of Florida who purchased or leased a new 2014 Cadillac CTS that had affixed to it a window sticker that incorrectly showed that NHTSA had rated the vehicle in three safety categories when NHTSA had not yet rated the vehicle in any category.”

E. “Class Counsel” shall mean Liggio Law f/k/a Liggio Benrubi; Shapiro Haber & Urmy LLP; and Clark, Fountain, Lavista, Prather, Keen & Littky-Reuben.

F. “Class Members” shall mean the individuals and entities making up the Class. A list of the Class Members is attached as Exhibit A.<sup>1</sup>

G. “Class Member’s Immediate Family” shall mean a Class Member’s spouse and children.

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<sup>1</sup> The version of the list filed with this Agreement in Court will redact the names of the Class Members.

H. “Class Notice” shall mean the settlement notice to be mailed to the Class, substantially in the form attached as Exhibit B.

I. “Class Vehicle” shall mean one of the new 2014 Cadillac CTSs described in the definition of Class.

J. “Court” shall mean the federal district court handling the Litigation.

K. “Defendant’s Counsel” shall mean Jones Walker LLP.

L. “Effective Date” shall mean forty-five (45) days after the Court’s entry of the Final Judgment and Order if no document is filed within that time period seeking appeal, review, or any other relief in connection with the Agreement and/or the Final Judgment and Order. If any such document is filed, then the Effective Date shall be thirty (30) days after the date upon which all proceedings relating to such appeal, review, and other relief have fully and finally terminated in such a manner so as to permit full implementation of the Agreement and the Final Judgment and Order without any further risk that the Agreement and/or the Final Judgment and Order could be further challenged.

M. “Final Judgment and Order” shall mean the final judgment and order, substantially in the form attached as Exhibit D, issued by the Court that gives full and final approval to the Agreement, and all aspects of the class settlement therein, and dismisses the Litigation with prejudice.

N. “GM” shall mean General Motors LLC.

O. “Incentive Award” shall mean the amount paid to Ms. Carriuolo as the representative of the Class.

P. “Litigation” shall mean the case captioned *Carriuolo v. General Motors LLC*, No. 14-cv-61429 (S.D. Fla.). Litigation may also be referred to in this Agreement as “Action.”

Q. “Mr. Bracchi” shall mean Peter Bracchi.

R. “Ms. Carriuolo” shall mean Geri Siano Carriuolo.

S. “NHTSA” shall mean the National Highway Traffic Safety Administration.

T. “Notice and Administrative Costs” means the reasonable and authorized costs and expenses of disseminating and publishing Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement, including but not limited to costs and expenses of escrowing funds and mailing the settlement checks and vouchers to the Class Members.

U. “Notice of Intention to Appear” shall mean the document that any Class Member must file with the Court if the Class Member has an Objection to the Agreement and wishes to appear at the hearing on the Final Judgment and Order.

V. “Objection” shall mean a written notice of objection to any aspect of the Agreement by or on behalf of a Class Member.

W. “Objection Date” shall mean the deadline, to be set in the Preliminary Approval Order, by which an Objection must be filed with the Court.

X. “Parties” shall refer to Geri Siano Carriuolo, Peter Bracchi, and General Motors LLC.

Y. “Party” shall mean any one of the “Parties.”

Z. “Plaintiffs” shall mean Geri Siano Carriuolo and Peter Bracchi.

AA. “Preliminary Approval Order” shall mean the order of the Court preliminarily approving this Agreement, substantially in the form attached as Exhibit C.

BB. “Released Claims” shall mean the claims released under this Agreement as set forth in more detail in Section VI below.

CC. “Released Parties” shall mean GM, any individual or entity, including authorized GM dealerships, involved in any way in the design, manufacture, distribution, sale, and/or service of any of the Class Vehicles purchased or leased by the Class Members, as well as all of these individuals’ and entities’ past, present, and future employees, officers, directors, shareholders, owners, partners, members, joint venturers, managers, representatives, adjusters, attorneys, agents, consultants, insurers, excess insurers, reinsurers, indemnitors, contractors, employers, affiliates, divisions, partnerships, independent contractors, servants, parents, subsidiaries, related entities, predecessors, successors, assignors, assignees, including but not limited to, successors or predecessors by merger, and any other person or entity who has, had, or could have legal responsibility relating to the Released Claims.

DD. “Request for Exclusion” shall mean a written request by a Class Member for exclusion from the settlement provisions in the Agreement.

## **II. REQUIRED EVENTS RELATING TO THE PRELIMINARY APPROVAL ORDER AND THE FINAL JUDGMENT AND ORDER**

A. Promptly after execution of this Agreement by all Parties, Class Counsel shall take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order and, subsequently, to obtain entry of the Final Judgment and Order. Class Counsel, with GM’s pre-filing review, shall prepare and file all documents in connection with seeking the Court’s approval of the Preliminary Approval Order and the Final Judgment and Order.

B. In the event that the Court fails to issue either the Preliminary Approval Order or the Final Judgment and Order, substantially in the form of the attached Exhibits C and D, the Parties agree that this Agreement is voidable by either Party by providing written notice to the other Party within fifteen (15) days’ of the Court’s action. In such event, subject to the provision in Section V-A regarding Notice and Administrative Costs, each Party shall return to its



respective pre-settlement posture without prejudice or waiver to any Party's pre-settlement position on any legal or factual issue.

C. The Parties shall cooperate with each other in good faith to carry out the purposes of and to effectuate this Agreement, and they shall take any and all actions and execute and deliver any and all additional documents reasonably necessary or appropriate to carry out the terms of this Agreement and the transactions contemplated hereby.

D. Upon entry of the Final Judgment and Order, this Action shall be dismissed, on its merits and with prejudice. The Final Judgment and Order will also enjoin the prosecution of any litigation or class action related to the issues and claims that were raised or that could have been raised in the Litigation based upon the facts alleged in the Complaint, as amended, and that are subject to the release provisions below.

### **III. SETTLEMENT BENEFITS FOR THE CLASS MEMBERS**

A. GM will pay the sum of one thousand dollars (\$1,000) to each of the Class Members. Accordingly, GM will pay the Class Members a total of one million twenty seven thousand dollars (\$1,027,000) (to be reduced by \$1,000 for each Class Member who opts out). GM will satisfy this requirement by paying this sum to the Settlement Administrator within fifteen (15) days following the Effective Date and this sum will be held in escrow by the Settlement Administrator until such funds are to be distributed in accordance with the provisions of this Agreement and the Court's orders. All such checks must be cashed or deposited by Class Members within one hundred eighty (180) days of the Effective Date. If a Class Member does not cash or deposit the check within one hundred eighty (180) days of the Effective Date, the Class Member will be deemed to have waived the right to receive this compensation and such funds will be paid to a *cy pres* recipient, as approved by the Court, as set forth in Section III-D.

B. GM will also provide to each of the Class Members who do not opt out a voucher with a face value of \$1,000, which may be used toward the purchase or lease of a new GM vehicle at any authorized GM dealership within the United States, and for that purpose only. The vouchers will be good for a four (4) year period, commencing on the Effective Date. The vouchers will be mailed by the Settlement Administrator to Class Members along with the checks referenced in paragraph III-A. The vouchers are non-transferable and only may be used by any Class Member or any member of the Class Member's Immediate Family. This voucher may be used in addition to any other voucher or sales incentive then otherwise available to a Class Member or the Class Member's Immediate Family at the time of purchase or lease notwithstanding any restriction or limitation on any other GM voucher or sales incentive then otherwise available to a Class Member or the Class Member's Immediate Family at the time of purchase or lease. notwithstanding any restriction or limitation on any other voucher or sales incentive then otherwise available to a Class Member or the Class Member's Immediate Family at the time of purchase or lease. Any attempt to sell or otherwise transfer the voucher to any third party other than the Class Member's Immediate Family shall render such voucher immediately void. To the extent that the Court or any court should require GM to provide these vouchers or their value, or any portion of their value, to anyone other than Class Members or Class Members' Immediate Family, GM will have the right to terminate the Agreement by providing written notice to Class Counsel within fifteen (15) days' notice of such action. In such event, each Party shall return to its respective pre-settlement posture without prejudice or waiver to any Party's pre-settlement position on any legal or factual issue, subject to the provision in Section V-A regarding Notice and Administrative Costs.

C. GM shall provide the Settlement Administrator with the vouchers described in Section III-B within fifteen (15) days following the Effective Date. The Settlement Administrator shall mail the checks and vouchers to the Class Members within forty-five (45) days following the Effective Date.

D. With respect to all Class Members who do not cash or deposit the check distributed in accordance with paragraph III-A within one hundred eighty (180) days of the Effective Date, the Administrator shall pay to a *cy pres* recipient, as approved by the Court, the aggregate value of any such uncashed checks. GM and Class Counsel will also coordinate with the Settlement Administrator with respect to any such *cy pres* payment. Under no circumstances will any portion of the \$1,027,000 referenced in paragraph III-A revert back to GM.

#### **IV. ATTORNEYS' FEES AND INCENTIVE AWARD**

A. GM agrees not to oppose Class Counsel's application for attorneys' fees, costs and expenses to be paid by GM as long as that total does not exceed eight hundred fifteen thousand dollars (\$815,000), and Class Counsel agree that they will not seek attorneys' fees, costs and expenses from the Court that exceed that sum. Class Counsel will not seek any other attorneys' fees, costs and expenses for any work they have performed or will perform in connection with this Agreement. For avoidance of doubt, GM shall have no obligation to pay any fee, costs and expenses which exceeds \$815,000.

B. GM agrees not to oppose Plaintiffs' and Class Counsel's application for an incentive award to Geri Siano Carriuolo ("Incentive Award") to be paid by GM as long as the Incentive Award does not exceed \$5,000, and Plaintiffs and Class Counsel agree that they will not seek an Incentive Award that exceeds that sum. Any Incentive Award approved by the Court for Ms. Carriuolo will be in addition to, and not in lieu of, the settlement benefits Ms. Carriuolo will receive pursuant to Section III of this Agreement.

C. GM will pay Class Counsel's attorneys' fees, costs and expenses, in an amount approved by the Court (not to exceed \$815,000), by way of a single check made payable to Liggio Law. This amount will be paid no later than thirty (30) days following the Effective Date. Liggio Law shall provide Defendant's Counsel with a completed W-9 form prior to that payment.

D. GM will pay the Incentive Award, in an amount approved by the Court (not to exceed \$5,000), by way of a check made payable to Geri Siano Carriuolo. This amount will be paid by providing the check to Class Counsel no later than fifteen (15) days following the Effective Date.

**V. RETENTION OF SETTLEMENT ADMINISTRATOR AND COSTS**

A. All Notice and Administrative Costs will be paid equally by Plaintiffs and GM, even if the Court does not grant Final Approval or the Effective Date does not occur.

B. Class Counsel and Defendant's Counsel will jointly select the Settlement Administrator based on the experience, reputation and proposed costs and charges of potential Settlement Administrators.

C. The Settlement Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, The Settlement Administrator shall be responsible for printing and mailing the Class Notice, distribution of the settlement benefits to Class Members, and providing all other related support, reporting, and administration as further stated in this Agreement. Class Counsel and Defendant's Counsel may direct the Settlement Administrator to assist with various additional administrative tasks in implementing the Settlement as Class Counsel and Defendant's Counsel shall deem appropriate by mutual agreement.

D. Class Counsel and Defendant's Counsel will coordinate with the Settlement Administrator to provide the Class Notice to the Class Members, as provided in this Settlement Agreement. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Settlement Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except to counsel for the parties, as provided for in this Settlement Agreement or by court order

## **VI. RELEASE AND DISMISSAL WITH PREJUDICE**

A. As of the entry of the Final Judgment and Order, Plaintiffs and the Class Members hereby release GM and the Released Parties from any and all claims, demands, actions, causes of actions, individual actions, class actions, damages, obligations, liabilities, appeals, reimbursements, penalties, costs, expenses, attorneys' fees, liens, interest, injunctive or equitable claims and/or administrative claims, whether known or unknown, filed or unfiled, asserted or unasserted, regardless of the legal theories involved, that were brought or could have been brought in the Litigation that relate in any manner to the alleged misrepresentations regarding the NHTSA safety ratings on the window stickers of 2014 Cadillac CTSs, and Plaintiffs and Class Members expressly waive and relinquish all such claims or causes of action to the fullest extent permitted by law ("Released Claims"). Plaintiffs and the Class Members recognize, that even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Judgment and Order, Plaintiffs and the Class Members fully, finally and forever settle any and all of the Released Claims. The Parties acknowledge that the foregoing release was bargained for and is an essential and material element of this Agreement. For the avoidance of doubt, the Released Claims shall not include

the release of any claims concerning any alleged breach of warranty, alleged defective products or alleged personal injury (except to the extent that recovery for such claims duplicates the recovery provided in this Agreement).

B. The foregoing release does not affect the rights of Class Members who timely and properly submit a Request for Exclusion.

C. Upon issuance of the Final Judgment and Order, the Litigation shall be dismissed with prejudice and Class Members, other than those who timely and properly submitted a Request for Exclusion, shall be permanently barred from initiating, asserting, or prosecuting any Released Claim against GM or the Released Parties.

#### **VII. MR. BRACCHI'S INDIVIDUAL CLAIM**

A. Mr. Bracchi is not a Class Member, but he has brought an individual claim in the Litigation relating to the alleged misrepresentation regarding the NHTSA safety ratings on the window sticker of his 2014 Cadillac CTS.

B. GM and Mr. Bracchi agree that his claim will be settled in full pursuant to the same terms that are being provided to the Class Members. In particular, Mr. Bracchi will receive a \$1,000 cash payment and the \$1,000 voucher that is being supplied to the Class Members on the same terms and conditions.

C. In return, Mr. Bracchi agrees to release GM and the Released Parties from all Released Claims, as set forth above in Section VI, and he will dismiss his claims in this Litigation with prejudice.

#### **VIII. NOTICE**

A. Class Notice, in the form of attached Exhibit B, will be sent to each Class Member by first-class mail by the Settlement Administrator within sixty (60) days following the Court's entry of the Preliminary Approval Order. The Settlement Administrator shall mail the

Class Notice to each Class Member at the address reflected in GM's computer records. However, if the Settlement Administrator identifies a different mailing address by utilizing the National Change of Address ("NCOA") database for any Class Member, then the Settlement Administrator shall mail the Class Notice by separate first-class mailing to the name and address as reflected in the NCOA database. With respect to any Class Notice returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall take reasonable steps to obtain a more current address, and if found, mail the Class Notice to the new address. All costs relating to providing Class Notice to the Class Members, including the costs for preparation and mailing of the Class Notice, and for obtaining accurate address information for Class Members in accordance with this paragraph, will be borne as set forth in paragraph V-A. The Notice and Administrative Costs paid by GM will be separate and apart from the settlement benefits payable to the Class Members under the Settlement, the attorneys' fees, costs and expenses payable by GM to Class Counsel and the Incentive Award payable by GM to Geri Siano Carriuolo.

B. No later than the mailing of the Class Notice, the Settlement Administrator or Class Counsel shall establish a Settlement Website which shall contain copies of the Motion for Preliminary Approval and all documents filed in support thereof, including the Settlement Agreement and Exhibits thereto (including the Class Notice). The Settlement Website shall also contain the contact information for Class Counsel so that Class Members may contact Class Counsel with any questions regarding the Settlement. The Settlement Website shall have a Uniform Resource Locator which identifies it as CadillacCTSSettlement.com. The Settlement Website shall remain open and accessible until one-hundred and twenty (120) days after the Effective Date.

C. Class Counsel, and not GM or its counsel, will have responsibility for communications with Class Members regarding the Class Notice and the issues addressed in this Agreement other than the printing and mailing of the Class Notice described in Paragraph VII-A of the Agreement, which shall be handled by the Settlement Administrator. Nothing in this provision is intended to prevent GM from communicating with Class Members in the normal course of GM's business.

D. The Parties agree that any communications or publications by Class Counsel regarding the issues addressed in this Agreement will be consistent with the terms of this Agreement, the Class Notice, the Preliminary Approval Order, and the Final Judgment and Order. To the extent that Class Counsel communicate with any press or media concerning the issues addressed in this Agreement, Class Counsel will provide GM with a reasonable opportunity to review all such communications in advance.

E. GM will provide notice of this Agreement, and provide copies of any other required documents, to federal and Florida state governmental entities or agencies as may be required by the Class Action Fairness Act. Class Counsel shall cooperate with GM in this process.

#### **IX. REQUEST FOR EXCLUSION BY CLASS MEMBERS**

A. Any Class Member may make a request to be excluded from the Agreement ("Request for Exclusion") by mailing or delivering such request in writing to Class Counsel at the following address, which will also be set forth in the Class Notice:

Jeffrey M. Liggio, Esq.  
Liggio Law  
1615 Forum Place, Suite 3-B  
West Palm Beach, FL 33401-2737



B. Any Request for Exclusion must be postmarked or actually delivered not later than the date to be set in the Preliminary Approval Order. The Request for Exclusion shall (1) state the Class Member's full name and current address; (2) specifically state the Class Member's desire to be excluded from the Class; (3) provide the Vehicle Identification Number for the Class Member's vehicle; and (4) be signed personally by the Class Member. Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Class Member being bound by the terms of this Agreement.

C. Any Class Member who submits a timely Request for Exclusion may not file an Objection and shall be deemed to have waived any rights or benefits under this Agreement.

D. Class Counsel shall provide a copy of any Request for Exclusion to GM within ten (10) days after Class Counsel's receipt of such Request for Exclusion.

E. Class Counsel shall provide the names and addresses of those Class Members seeking exclusion to the Court ten (10) days prior to the hearing on the Final Judgment and Order.

F. In the event that more than 10% of eligible Class Members submit a proper and timely Request for Exclusion, GM shall have the option to void this Agreement by providing written notice to Class Counsel within fifteen (15) days of receipt of written notice from Class Counsel that more than 10% of eligible Class Members have submitted proper and timely Requests for Exclusion. In such event, each Party shall return to its respective pre-settlement posture without prejudice or waiver to any Party's pre-settlement position on any legal or factual issue.

## **X. OBJECTIONS BY CLASS MEMBERS**

A. As will be set forth in the Class Notice, any Class Member who wishes to object to any provision of this Agreement must file a written notice of objection (an “Objection”) with the Court no later than the date to be set in the Preliminary Approval Order (“Objection Date”).

B. To state a valid Objection, a Class Member must include the following information in the Objection: (1) full name, current address, and current telephone number; (2) documentation, such as documents showing the Vehicle Identification Number for the Class Member’s vehicle, sufficient to establish membership in the Class; (3) a statement of the basis for the Objection, including the factual and legal grounds for the position; (4) copies of any documents supporting the Objection; (5) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application; (6) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity; and (7) the number of times in which the objector, the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which such prior objections have been made, and a copy of any orders related to or bearing upon such prior objections that were issued by the trial and appellate courts in each listed case. The Class Member must personally sign the objection (an attorney’s signature is not sufficient). Subject to the approval of the Court, any Class Member filing an Objection may appear, in person or by counsel, at the hearing on the Final Judgment and Order. However, to be eligible for appearance at the hearing, such Class Member must file with the Court and serve upon all counsel designated in the Class Notice, a notice of intention to appear at the hearing on the Final Judgment and Order (“Notice of Intention to Appear”) by the Objection

Date. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the Class Member or counsel will present to the Court. Any Class Member who does not provide a Notice of Intention to Appear in complete accordance with these specifications, subject to approval by the Court, may be deemed to have waived any objections to the Agreement and may be barred from speaking or otherwise presenting any views at the hearing on the Final Judgment and Order.

C. Class Counsel agrees that it will be solely responsible for defending this Agreement and the Final Judgment and Order in the event of an appeal or challenge by a Class Member or any other individual or entity. GM will make a filing either joining and/or not opposing Class Counsel's defense.

#### **XI. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

A. Class Counsel represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Agreement and to consummate all of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid, and binding obligation.

B. GM, through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by GM and constitutes its legal, valid, and binding obligation.

#### **XII. TERMINATION**

A. In addition to the circumstances outlined above that entitle the Parties to terminate this Agreement, either Party shall have the right to terminate this Agreement in the event that the Court or any appellate court, rejects, denies approval, or modifies the Agreement or any portion

of the Agreement in a way that is material. For purposes of this provision, “material” shall mean any action that increases GM’s costs or financial exposure by more than \$25,000.

B. In addition to the circumstances outlined above that entitle the Parties to terminate this Agreement, either Party shall have the right to terminate this Agreement in the event that any governmental or regulatory agency should successfully challenge any of the terms of the Agreement such that any material provisions of this Agreement are deemed invalid.

C. If any Party elects to terminate the Agreement under this provision, the Party shall provide the other Party with notice of the termination fifteen (15) days after the event or action that gives rise to the termination. In such event, each Party shall return to its respective pre-settlement posture without prejudice or waiver to any Party’s pre-settlement position on any legal or factual issue. However, as set forth in Section V-A above, any Notice and Administrative Costs incurred in connection with the Settlement shall be payable by the Parties even if the Court does not grant Final Approval or the Effective Date does not occur.

### **XIII. MISCELLANEOUS PROVISIONS**

A. This Agreement is not to be used in evidence (except in connection with obtaining approval of this Agreement and enforcing its terms) and shall not at any time be construed or deemed to be an admission or concession by GM with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Agreement results in entry of a Final Judgment and Order as contemplated herein. GM specifically denies all of the allegations made in connection with the Litigation. 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 Litigation, or any other litigation, except for the limited purpose of settlement pursuant to this Agreement.

B. The headings of the sections and paragraphs of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

C. Capitalized words, terms, and phrases are used as defined in Section I, above.

D. This Agreement may not be modified or amended except in writing and signed by all of the Parties.

E. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

F. Except as otherwise provided in this Agreement, each Party bear his, her, or its own attorneys' fees, costs and expenses of the Litigation and in connection with this Agreement.

G. The Parties to this Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in the Agreement or the Exhibits.

H. The administration and consummation of the settlement embodied in this Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Agreement, including but not limited to, the release. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in the administering and implementing the terms and provisions of the Agreement. The Parties do not intend by this provision to give the Court authority to change any term or condition of this Agreement over the objection of any Party.

I. The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and

their counsel. Since this Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Agreement, and there was no disparity in bargaining power among the Parties to this Agreement.

J. This Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the settlement of the Litigation.

K. The Parties agree that any disputes regarding the meaning of the terms and conditions of this Agreement, the Parties' rights and obligations under this Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Agreement should be resolved, shall be submitted to the Court for resolution. The Parties do not intend by this provision to give the Court authority to change any term or condition of this Agreement over the objection of a Party.

L. 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 Agreement, the day of the act, 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 or Sunday or a legal holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement, and to modify or supplement any notice contemplated hereunder.

M. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Agreement shall not be deemed a waiver of any provision of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

N. All notices to the Parties or counsel required by this Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

**For Plaintiffs and Class Counsel:**

Jeffrey M. Liggio  
LIGGIO LAW  
Barristers Building,  
1615 Forum Place, Suite 3B  
West Palm Beach, FL 33401-2737  
Telephone: 561-616-3333  
jliggio@liggiolaw.com

Edward F. Haber  
SHAPIRO HABER & URMY LLP  
Two Seaport Lane  
Boston, MA 02210  
Telephone: 617-439-3939  
ehaber@shulaw.com

**For GM and Defendant's Counsel:**

Thomas A. Casey, Jr.  
JONES WALKER LLP  
201 St. Charles Avenue  
New Orleans, LA 70170  
Telephone: 504-582-8294  
tcaseyjr@joneswalker.com

IN WITNESS WHEREOF, the Parties and their representatives have executed this Agreement as of the dates(s) indicated on the lines below.

Dated: 11-28-16

  
Geri Siano Carriuolo, Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
Peter Bracchi, Plaintiff



M. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Agreement shall not be deemed a waiver of any provision of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

N. All notices to the Parties or counsel required by this Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

**For Plaintiffs and Class Counsel:**

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**For GM and Defendant's Counsel:**

Thomas A. Casey, Jr.  
JONES WALKER LLP  
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tcaseyjr@joneswalker.com

**IN WITNESS WHEREOF**, the Parties and their representatives have executed this Agreement as of the dates(s) indicated on the lines below.

Dated: \_\_\_\_\_

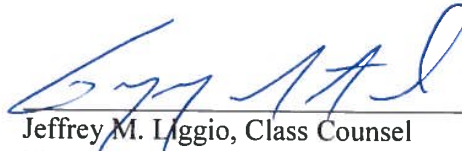
\_\_\_\_\_  
Geri Siano Carriuolo, Plaintiff

Dated: Nov 23, 2016

Peter Bracchi  
\_\_\_\_\_  
Peter Bracchi, Plaintiff



Dated: 11/28/2016



Jeffrey M. Liggio, Class Counsel

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Geoffrey Stahl, Class Counsel

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LIGGIO LAW

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2 Seaport Lane

Boston, MA 02210

Telephone: 617-439-3939

Dated: \_\_\_\_\_

General Motors LLC, Defendant

Dated: \_\_\_\_\_

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Dated: 11-29-16

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[DFountain@ClarkFountain.com](mailto:DFountain@ClarkFountain.com)  
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Dated: \_\_\_\_\_

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Boston, MA 02210  
Telephone: 617-439-3939

Dated: \_\_\_\_\_

General Motors LLC, Defendant


Dated: \_\_\_\_\_

\_\_\_\_\_  
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Geoffrey Stahl, Class Counsel  
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Telephone: 561-899-2100

Dated: 11/29/16 \_\_\_\_\_

  
\_\_\_\_\_  
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Boston, MA 02210  
Telephone: 617-439-3939

Dated: \_\_\_\_\_

\_\_\_\_\_  
General Motors LLC, Defendant

Dated: \_\_\_\_\_

\_\_\_\_\_  
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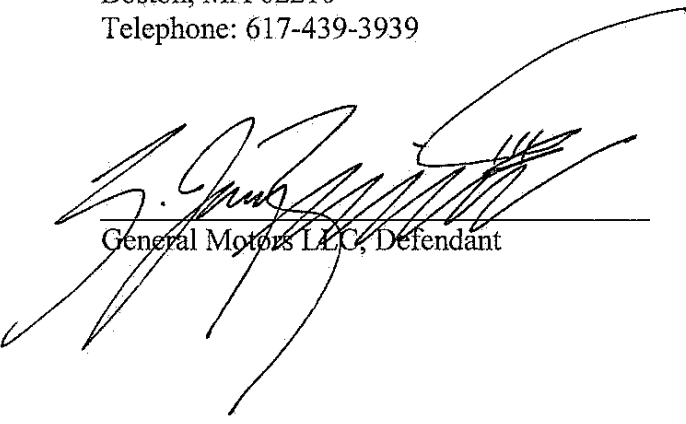
Dated: \_\_\_\_\_

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Dated: 12/8/16

  
\_\_\_\_\_  
General Motors LLC, Defendant

Dated: 12 / 9 / 16

Thomas A. Casey, Jr.

Thomas A. Casey, Jr., Defendant's Counsel  
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Dated: \_\_\_\_\_

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Telephone: 305-679-5728

Dated: \_\_\_\_\_

\_\_\_\_\_  
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Dated: 12/09/2014

  
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