

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

**IN RE CHEVROLET BOLT
EV BATTERY LITIGATION¹**

2:20-13256-TGB-CI

**ORDER GRANTING
PLAINTIFFS' UNOPPOSED
MOTION (ECF NO. 157) FOR
PRELIMINARY APPROVAL
OF CLASS ACTION
SETTLEMENT (ECF NO. 157-2)
AND APPOINTMENT OF
PROPOSED CLASS COUNSEL**

Plaintiffs Robin Altobelli, F. Dayle Andersen, Bruce James Cannon, Mary Carr and Jan G. Wyers, Yohanes Chitra, Christine Chung, Daniel Corry, John DeRosa, William Dornetto and Russell Ives, Kevin Harris and Pamela Duprez, Michael Hickey, Michael and Denise Holbrook, Fred Kass, James Kotchmar, Robert Kuchar, Joseph Poletti, Edward and Janet Rock, Evi Schulz, Michael Smith, Ashley Strong, Alucard Taylor, Jason Vaaler, Tony Verzura, Shawn Walker, and Thomas and Carol Whittaker (collectively, "Plaintiffs"), on behalf of themselves and the proposed Class, and Defendants General Motors LLC ("General Motors" or "GM"), LG Chem, Ltd., LG Energy Solution Ltd., LG Energy Solution Michigan Inc. (collectively, "LG Chem"), LG

¹ This case was consolidated from eight putative class actions under Fed. R. Civ. P. 42(a) and E.D. Mich. Local Rule 42.1. See ECF No. 18.

Electronics, Inc., and LG Electronics USA, Inc. (collectively, “LGE”) (GM, LG Chem, and LGE, collectively, “Defendants”), by and through their undersigned attorneys, hereby submit this proposed Stipulated Order for Preliminary Approval of Class Action Settlement:

WHEREAS, the Court has reviewed and considered the Motion for Preliminary Approval and supporting materials filed by Interim Co-Lead Counsel;

WHEREAS, the Court held a hearing on the Motion for Preliminary Approval on Monday, July 15, 2024; and

WHEREAS, this Court has fully considered the record and requirements of law; and good cause appearing;

IT IS THIS 26th day of September 2024 **ORDERED** that the Settlement (*See* ECF No. 157-2) is hereby **PRELIMINARILY APPROVED**. The Court further finds and orders as follows:

1. The Court has subject matter jurisdiction under 28 U.S.C. § 1332(d), and venue is proper in this District.

2. The Court has personal jurisdiction over the Plaintiffs, Settlement Class Members, and Defendants.

3. To the extent not otherwise defined herein, all defined terms in this Order shall have the meaning assigned in the Settlement Agreement.

4. The Settlement was the result of the Parties’ good-faith negotiations, entered into by experienced counsel, and only after

extensive arm's-length negotiations. It is not the result of collusion.

5. The proceedings and discovery that occurred before the Parties reached the Settlement gave counsel the opportunity to assess this case's strengths and weaknesses adequately and thus to structure the Settlement in a way that adequately accounts for those strengths and weaknesses.

6. The Court has carefully reviewed the Settlement Agreement, ECF No. 157-2, PageID.9751–9826, and finds that the Settlement is fair, reasonable, adequate and meets the standards for preliminary approval under Fed. R. Civ. P. 23(a) and (b). Accordingly, the Court preliminarily approves all terms of the Settlement and all its Exhibits.

7. The Court conditionally certifies, for settlement purposes only, the following Settlement Class:

Any persons in the United States who purchased or leased, other than for resale, a 2017, 2018, 2019, 2020, 2021, or 2022 Model Year Chevrolet Bolt built and shipped to a dealer on or before August 19, 2021 and who have not received a buyback of their vehicle from General Motors or a General Motors authorized dealer.

Excluded from the Settlement Class are: (i) Proposed Class Counsel; (ii) Defendants and Defendants' officers, directors, employees, agents and representatives, and their family members; (iii) the judges who have presided over this Action; and (iv) any persons who have otherwise released their claims against Defendants set forth in the

Action, except that persons who executed a release in connection with the E-Card Program remain part of the Settlement Class and may receive payments under the Settlement as expressly provided in the Settlement Agreement.

8. The Court directs that pursuant to Fed. R. Civ. P. 23(e)(2), a Fairness Hearing will be held on **March 25, 2025 at 2:00 p.m.** to consider final approval of the Settlement (the “Fairness Hearing” or “Final Approval Hearing”) including, but not limited to, the following issues: (1) to determine whether to grant final approval to (a) the certification of the Settlement Class, (b) the designation of Plaintiffs as representatives of the Settlement Class, (c) the designation of Proposed Class Counsel as counsel for the Settlement Class, and (d) the settlement; (2) to rule on Proposed Class Counsel’s request for an award of attorneys’ fees and reimbursement of costs and for Service Awards to Class Representatives; and (3) to consider whether to enter the Final Approval Order. The Fairness Hearing may be adjourned by the Court, and the Court may address matters set out above, including final approval of the Settlement, without further notice to the Settlement Class other than notice that may be posted at the Court and on the Court’s and Settlement Administrator’s websites.

9. The Court hereby appoints the following Plaintiffs as Class Representatives for the Settlement Class: Robin Altobelli, F. Dayle Andersen, Bruce James Cannon, Mary Carr and Jan G. Wyers,

Yohanes Chitra, Christine Chung, Daniel Corry, John DeRosa, William Dornetto and Russell Ives, Kevin Harris and Pamela Duprez, Michael Hickey, Michael and Denise Holbrook, Fred Kass, James Kotchmar, Robert Kuchar, Joseph Poletti, Edward and Janet Rock, Evi Schulz, Michael Smith, Ashley Strong, Alucard Taylor, Jason Vaaler, Tony Verzura, Shawn Walker, and Thomas and Carol Whittaker.

10. The Court finds that the Class Representatives will fairly and adequately protect and represent the interests of all members of the Settlement Class and the interests of the Class Representatives are not antagonistic to those of the Settlement Class. The Class Representatives are represented by counsel who are experienced and competent in prosecuting complex class action litigation.

11. The Court preliminary finds that the following counsel fairly and adequately represent the interests of the Settlement Class and hereby conditionally appoints The Miller Law Firm, PC and Keller Rohrback, LLP as “Proposed Co-Lead Class Counsel” and McCune Wright Arevalo, LLP, Fine, Kaplan and Black, RPC, Migliaccio & Rathod LLP, Law Offices of Todd M. Friedman, PC, and Chimicles Schwartz Kriner & Donaldson-Smith LLP as “Proposed Plaintiffs’ Steering Committee.”

12. Having found that it will likely approve the Settlement and certify the Settlement Class for purposes of settlement with Defendants, the Court hereby directs Proposed Class Counsel to give

notice of the Settlement to the Settlement Class.

13. The Court appoints KCC, LLC (“KCC”) as the Settlement Administrator. The Parties are hereby authorized to retain the Settlement Administrator to supervise and administer the Notice procedure as well as the processing of Claims. The Settlement Administrator shall be responsible for, without limitation, (a) issuing Class Notice; (b) receiving and appropriately responding to all claims submitted by Settlement Class Members; and (c) establishing a “Vehicle Claims Center” to receive and appropriately respond to all claims submitted by Settlement Class Members and to otherwise administer the Settlement Agreement. The Vehicle Claims Center will include: (a) personnel assigned to manage the settlement implementation process, including Class Notice; (b) a toll-free telephone number that Settlement Class Members may call to obtain information; (c) a post office box in the Settlement Administrator’s name to which Settlement Class Members shall send all claims and which shall be used for receiving requests for exclusion and any other communications; and (d) a website containing information about the Settlement, including claim forms that can be submitted online or downloaded and submitted by mail. The Settlement Administrator shall also otherwise implement and/or assist with disseminating the Settlement Fund.

14. The Settlement Administrator shall report to the Parties

weekly the names of all Settlement Class Members who have submitted a request for exclusion and provide copies of any and all written requests for exclusion, beginning thirty (30) days after the Notice Date.

15. The Settlement Administrator shall provide a list of all Settlement Class Members who have submitted a request for exclusion to Proposed Class Counsel no later than ten (10) days prior to the Fairness Hearing and then file with the Court the list of all Settlement Class Members who have submitted a request for exclusion along with an affidavit attesting to the completeness and accuracy thereof no later than ten (10) days prior to the Fairness Hearing.

16. The Court has reviewed the content of the proposed forms of Notice attached as Exhibits 2 and 3 to the Settlement Agreement, which are to be displayed, along with the Settlement Agreement and its Exhibits, on the Settlement Website, and finds that the forms of Notice satisfy the requirements of Fed. R. Civ. P. 23(c)(2), Fed. R. Civ. P. 23(e)(1), and Due Process and accordingly approves the Notice and Claim Form.

17. The Court further approves the proposed methods for giving notice of the Settlement to members of the Settlement Class, as reflected in the Settlement Agreement. The Court has reviewed the plan for distributing Notice to the Settlement Class and finds that the notice plan is the best notice practicable under the circumstances and that it constitutes due, adequate and sufficient notice to all persons

entitled to receive notice. The Court further finds that the notice plan is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this litigation and of their right to object to or exclude themselves from (as applicable) the proposed Settlement. The Court specifically approves the Parties' proposal that on an agreed-upon date with the Settlement Administrator, but in no event more than sixty (60) days after entry of the Preliminary Approval Order, the Settlement Administrator shall cause individual Short Form Class Notice, substantially in the form attached to the Settlement Agreement as Exhibit 2, to be mailed, by first class mail, to the current or last known addresses of all reasonably identifiable Settlement Class Members. The Court specifically approves the procedures set forth in the Settlement Agreement for identifying Settlement Class Members and notifying Settlement Class Members whose initial mailings are returned undeliverable. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy the requirements of Fed. R. Civ. P. 23(c)(2) and Fed. R. Civ. P. 23(e)(1) and Due Process. The Settlement Administrator shall complete the mailing of Short Form Notices no later than ninety (90) days after entry of this Order (the "Notice Date").

18. In conjunction with the above, within ten (10) days after the motion for preliminary approval is filed, the Settlement Administrator

shall provide notice of this Settlement to the Attorney General of the United States and the attorneys general of each state or territory in which a Settlement Class Member resides pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715. (“CAFA Notice”). The Settlement Administrator shall provide copies of such notifications to Proposed Class Counsel and Defendants’ Counsel at the time of their submission to the attorneys general.

19. Proposed Class Counsel is authorized to and shall establish and create a Qualified Settlement Fund within the meaning of Treasury Regulation Section 1.468B-1. The Settlement Fund shall be held in escrow at Citibank in an interest-bearing deposit account. Defendants shall deposit or cause their insurance carriers to deposit the total sum of \$5,000,000 on behalf of the Defendants within forty-five (45) calendar days of this Order. The remainder of the Settlement Amount, less the total value of payments made in connection with the E-Card Prepayment Program, as detailed in the Settlement Agreement, will be deposited no later than forty-five (45) days after the Settlement becomes final and non-appealable.

20. Proposed Class Counsel may use Defendants’ initial payment of \$5,000,000 into the Settlement Fund to pay the reasonable costs of providing notice to the Settlement Class in accordance with this Order in an amount not to exceed \$385,000 (110% of the Settlement Administrator’s estimate for notice costs) without need for further

approval from this Court. Distributions in excess of this amount shall require prior application to and approval by the Court.

21. Proposed Class Counsel shall file their motion for attorneys' fees, costs, and service awards for the class representatives, and all supporting documentation and papers, by ninety (90) days from the entry of this Preliminary Approval Order.

22. All papers supporting Final Approval of the Settlement, except for any responses by Proposed Class Counsel regarding objections, shall be filed and served no later than fifteen days before the Final Fairness Hearing. Responses concerning objections shall be filed no later than fifteen (15) days prior to the Final Fairness Hearing.

23. Claim Forms must be submitted to the Settlement Administrator no later than 150 days after this Preliminary Approval Order.

24. Persons wishing to object to the proposed Settlement and/or be heard at the Fairness hearing shall follow the following procedure:

(a) To object, a member of the Settlement Class, individually or through counsel, must file a written objection with the Court and must also serve a copy thereof upon each of the following, postmarked no later than 120 days after this Preliminary Approval Order:

Proposed Class Counsel:

E. Powell Miller
Sharon A. Almonrode
Dennis A. Lienhardt
THE MILLER LAW FIRM
950 West University Dr., Suite 300
Rochester, Michigan 48307

Gretchen Freeman Cappio
Ryan McDevitt
KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3200
Seattle, Washington 98101

Counsel for GM:

John Nadolenco
MAYER BROWN LLP
333 South Grand Avenue, 47th Floor
Los Angeles, CA 90071

Archis Parasharami
MAYER BROWN LLP
1999 K Street NW
Washington, DC 20006

Counsel for LG Chem:

Mark S. Mester
LATHAM & WATKINS LLP
330 North Wabash Ave., Suite 2800
Chicago, Illinois 60611

Jason R. Burt
LATHAM & WATKINS LLP
555 Eleventh Street, NW, Suite 1000
Washington, D.C. 20004-1304

Counsel for LGE:

Phoebe A. Wilkinson
HOGAN LOVELLS US LLP
390 Madison Avenue
New York, New York 10017

(b) Any objecting Settlement Class Member must include with his or her objection:

- i. The case name and number, *In re Chevrolet Bolt EV Battery Litigation*, No. 20-cv-13256 (E.D. Mich.);
- ii. The objecting Settlement Class Member's full name, current address, and current telephone number;
- iii. The model year and VIN of his/her/its Class Vehicle(s);
- iv. A statement of the objection(s), including all factual and legal grounds for the position;
- v. Copies of any documents the objector wishes to submit in support;
- vi. The name and address of the attorney(s), if any, who is representing the objecting Settlement Class Member in making the objection or who may be entitled to compensation in connection with the objection;
- vii. A statement of whether the Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel;
- viii. The identity of all counsel (if any) who will

appear on behalf of the objecting Class Member and all persons (if any) who will be called to testify in support of the objection;

- ix. The signature of the Class Member objecting, in addition to the signature of any attorney representing the objecting Class Member in connection with the objection; and
- x. The date the objection is signed.

In addition, any Class Member objecting to the Settlement shall provide a list of any other objections submitted by the objector or the objector's counsel to any class action settlements submitted in any court in the United States in the previous five years. If the Class Member or his or her counsel has not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection.

(c) Any attorney hired by a Settlement Class Member for the purpose of objecting to the proposed Settlement or the Attorneys' Fees and Expenses and who intends to make an appearance at the Fairness Hearing must provide Proposed Class Counsel and Defense Counsel and file with the Clerk of the Court a notice of intention to appear no later than 120 days from the entry of this Order, or as the Court may otherwise direct.

(d) Any Settlement Class Member who files and

serves a written objection and who intends to make an appearance at the Fairness Hearing must provide Proposed Class Counsel and Defense and file with the Clerk of the Court a notice of intention to appear no later than 120 days after the entry of this Order, or as the Court may otherwise direct.

(e) A Settlement Member's compliance with the foregoing requirements does not guarantee them the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any presentations of objections in the Fairness Hearing, will be in the Court's sole discretion. Subject to this discretion, an objecting Settlement Class Member may appear, personally or by counsel, at the Fairness Hearing to explain why the proposed settlement should not be approved as fair, reasonable, and adequate, or to object to any motion for Proposed Class Counsel Fees and Expenses or incentive awards. Any Settlement Class Member who does not provide a notice of intention to appear at the hearing in accordance with the deadlines and other specifications set forth in the Settlement Agreement and Notice, or who has not filed an objection in accordance with the deadlines and other

specifications set forth in the Settlement Agreement and the Notice, may be deemed to have waived any objections to the Settlement and any adjudication or review of the Settlement, by appeal or otherwise.

(f) The filing of an objection by a Settlement Class Member allows Proposed Class Counsel or Defendant's Counsel to notice such objector for and take his, her, or its deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to make himself/herself/itself available for a deposition or comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard. The Court may tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or made for improper purpose.

(g) Any objector who seeks a fee for their objection shall do so as prescribed under Federal Rule of Civil Procedure 23(e)(5)(B).

(h) Any objecting Settlement Class Member who appeals a grant of Final Approval may be required to post

an appeal bond.

(i) The Parties shall promptly inform the Court of any consideration sought by an objector and the circumstances of such a request.

(j) Any response to an objection must be filed with the Court no later than fifteen (15) days prior to the Fairness Hearing.

(k) Any Class Member who does not make his, her, or its objection in the manner provided herein shall be deemed to have waived his, her, or its right to object to any aspect of the proposed Settlement and/or Proposed Class Counsel's motion for attorneys' fees and reimbursement of litigation expenses. Such Class Member shall forever be barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, or the requested attorneys' fees and litigation expenses, and otherwise from being heard concerning the Settlement, or the attorneys' fees and expenses request in this or any other proceeding, including by appeal or otherwise.

(l) Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement Agreement, the proposed Settlement, or the Attorneys' Fees and Expenses shall be compensated at the Settlement Class

Member's expense.

25. All Settlement Class Members shall have the right to opt out of the Settlement Class at any time during the opt-out period. The opt-out deadline shall run until 150 days after issuance of this Preliminary Approval Order. Any Settlement Class Member who elects to opt out of the Settlement Class shall not: (i) be bound by any orders or judgments entered in this Action after the date of exclusion; (ii) be entitled to any relief under, or be affected by, the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement. Any Settlement Class Member who wishes to opt out of the Settlement Class may submit a request for exclusion ("Request for Exclusion") to the Settlement Claims Administrator as provided in the Notice. To be effective, the Request for Exclusion must be sent via first-class U.S. mail and postmarked no later than 150 days after the date of this Preliminary Approval Order to the specified address and shall state:

- i. The Settlement Class Member's full name, telephone number, and current address;
- ii. The model year and Vehicle Identification ("VIN") of his/her/its Class Vehicle(s) and the approximate date(s) of purchase or lease; and
- iii. His/her/its desire to be excluded from the Settlement and the Settlement Class.

All Requests for Exclusion shall be in writing and personally signed by

the member of the Settlement Class who is opting out. No other person or entity may opt out for a Settlement Class Member or sign a request for exclusion. Opt-outs may be done individually; so-called “mass” or “class” opt-outs are prohibited.

Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement. The Settlement Administrator shall report the names of all Class Members who have submitted a Request for Exclusion to the Parties weekly, beginning thirty (30) days after the Notice Date. The Settlement Administrator shall also report a final tabulation of the names and addresses of such entities and natural persons to the Court and Proposed Class Counsel along with an affidavit attesting to the completeness and accuracy, therefore, no less than ten (10) days before the Fairness Hearing.

Any member of the Settlement Class failing to properly and timely mail such a written Request for Exclusion shall be automatically included in the Settlement Class and shall be bound by all of the terms and provisions of the Settlement Agreement and by all proceedings, orders, and judgments in this Action, including but not limited to the release, and the Final Order and Judgment. Settlement Class Members are preliminarily enjoined from: (i) filing, commencing, intervening in or participating as a plaintiff, claimant or class member

in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to this Action or the Released Claims; (ii) filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, related to or arising out of the claims and causes of action of the facts and circumstances giving rise to this Action or the Released Claims; and (iii) attempting to affect opt-outs of individuals or a class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to this Action or the Released Claims.

26. Upon Final Approval of the Settlement, all Settlement Class Members who do not timely and properly opt out of the Settlement shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully and completely released, acquitted, and discharged the Released Parties from all Released Claims as set forth in the Settlement Agreement, and the Action will be deemed dismissed with prejudice.

27. If the Settlement Agreement is not finally approved, this Preliminary Approval Order shall be rendered null and vacated. All orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement. Moreover, if the Settlement Agreement is not finally approved, the Defendants and any other Releasees shall have retained any and all of their current defenses and arguments thereto (including but not limited to arguments that the requirements of Fed. R. Civ. P. 23(a) and (b)(3) are not satisfied for purposes of continued litigation). This Action shall thereupon revert immediately to their respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed.

28. The Court shall retain continuing jurisdiction over the Action, the Parties, the Settlement Class, and the administration, enforcement, and interpretation of the Settlement. Any unresolved disputes or controversies arising with respect to the Settlement shall be presented by motion to the Court, provided that nothing in this paragraph shall restrict the ability of the Parties to exercise their rights as described above.

29. Pending final determination of the Settlement Agreement, all proceedings in this Litigation other than settlement approval

proceedings shall be stayed.

30. For ease of reference, the following schedule sets forth the deadlines related to the Notice required by this Order, Proposed Class Counsel's application for costs, fees, and incentive awards, Class Members' rights to object to or opt out of the Settlement, and the Fairness Hearing in which the Court will determine whether the Settlement should be granted Final Approval:

<u>Event</u>	<u>Date</u>
Class Notice Program Begins	60 days after Preliminary Approval Order
Class Notice Program Completed	90 days after Preliminary Approval Order
Deadline for Motion for Attorneys' Fees, Costs, and Incentive Awards	90 days after Preliminary Approval Order
Claim Form Deadline	150 days after Preliminary Approval Order
Objection Deadline	120 days after Preliminary Approval Order
Opt-Out Deadline	150 days after Preliminary Approval Order
Deadline for Report from Settlement Administrator re: Notice Program and Motion for Final Approval	150 days after Preliminary Approval Order
Deadline for Motion for Final Approval of Settlement	150 days after Preliminary Approval Order
Fairness Hearing	180 days after Preliminary Approval Order

IT IS SO ORDERED.

Dated: September 26, 2024

/s/ Terrence G. Berg
Hon. Terrence G. Berg
United States District Judge