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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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JONES WON, *on behalf of himself and all  
others similarly situated,*

Plaintiff,

Case No.:

v.

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

GENERAL MOTORS COMPANY,  
GENERAL MOTORS HOLDINGS LLC, and  
GENERAL MOTORS LLC,

Defendants.

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Plaintiff, JONES WON (hereinafter, "Plaintiff"), on behalf of himself and all others similarly situated in the United States of America, by and through his undersigned counsel, hereby bring this Class Action Complaint against Defendants, GENERAL MOTORS COMPANY, GENERAL MOTORS HOLDINGS LLC, and GENERAL MOTORS LLC, and alleges the following upon his own knowledge, or where he lacks personal knowledge, upon information and belief, including the investigation of his counsel:

## NATURE OF THE ACTION

1. Defendants GENERAL MOTORS COMPANY, GENERAL MOTORS LLC and GENERAL MOTORS GLOBAL SERVICE OPERATIONS, INC. (collectively, “Defendants” or “GM”) manufacture consumer vehicles worldwide.

2. The American taxpayers lost more than \$11 billion propping up GM during the financial crisis.<sup>1</sup> Now, Defendants make billions of dollars of profits for their shareholders every quarter.<sup>2</sup> They earn these profits by using inadequate materials in their vehicles, failing to design them properly, advertising the vehicles as if they properly functioned, failing to warn consumers that their vehicles have known defects, and then selling consumers replacement parts when those vehicles inevitably break. Those GM vehicles which were manufactured with the defective parts are listed in **Exhibit A**, organized by defective part (the “Products”).

3. Poor design and workmanship has left thousands of Defendants’ consumers with air conditioning systems that routinely fail. Having learned of the flaws in its air conditioning system, Defendants have compounded this problem by doing nothing to warn their customers that the almost inevitable failure of factory-installed air conditioning systems will cause them extensive loss, including potential damage to non-defective subcomponents of the air-conditioning system.

4. Despite not warning its customers, Defendants have redesigned some of the defective parts in an effort to compensate for their structural weakness. Despite their knowledge of the flaws in their vehicles, Defendants refuse to compensate consumers for the repairs necessitated by the Products’ defective design.

5. As part of their extensive and comprehensive nationwide marketing campaign, Defendants actively promote the Products as possessing “Tri-zone automatic climate control with

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<sup>1</sup> <https://www.reuters.com/article/us-autos-gm-treasury-idUSBREA3T0MR20140430> (last accessed 8/11/2017).

<sup>2</sup> <http://www.gm.com/investors/earnings-releases.html> (last accessed 8/11/2017).

individual climate settings for driver, right-front passenger and rear passengers.” See **Exhibit B**, an excerpt from Defendants’ brochure marketing the 2015 Suburban (emphasis added). In other words, Defendants market the Products as if they had an advanced air conditioning system, when in fact they almost inevitably have no air conditioning system at all soon after they are purchased. Defendants’ advertising campaign includes photographs of the Products’ interior cabin in which the air conditioning control system is clearly visible. See **Exhibit C**, an excerpt from Defendants’ brochure advertising the 2015 Suburban. Furthermore, Defendants advertise the Products as luxury cars, which necessarily have air conditioning systems. All of Defendants’ advertisements convey the same contain false, deceptive and misleading message because the air conditioning systems in the Products generally fails within a few months of purchase.

6. By making false, deceptive and misleading statements to consumers, Defendants have deceived hundreds of thousands of consumers into purchasing vehicles. However, Defendants failed to provide vehicles with the promised features.

7. Plaintiff WON purchased five defective cars from Defendant: a 2016 Escalade and four 2015 Suburbans. The air conditioning systems in every one of those cars quickly began to fail. All five vehicles suffered air conditioning failure that needed replacement, and for two of the Suburbans the air conditioning system has failed twice.

8. At all material times hereto, Plaintiff and other consumers have been deceived into spending significant amounts of money to repair their defective vehicles. Moreover, Plaintiff and other consumers are also deceived by the Defendants’ advertisement of their vehicles as having air conditioning systems. Plaintiff and other members of the Class (as defined below), have been harmed by Defendants’ fraudulent misrepresentations.

9. This lawsuit seeks redress for the defective vehicles Defendants sold and the deceptive manner in which Defendants have marketed and continues to market them. Plaintiff brings this proposed consumer class action individually and on behalf of all other persons similarly situated, who, from the applicable limitations period of six years up to and including the present (“Class Period”), purchased a vehicle with one of the parts listed in **Exhibit A**. All of these parts are defective and cause the air conditioning system in the vehicles to fail prematurely.

10. Plaintiff seeks to secure, among other things, equitable and declaratory relief, restitution, and alternative damages, for similarly situated purchasers, against Defendants, for violating statutes that are designed to protect consumers against unfair, deceptive, fraudulent and unconscionable trade and business practices and false advertising. It is the policy of every jurisdiction in the United States to outlaw consumer fraud. Defendants violated statutes enacted in each of the fifty states and the District of Columbia, including New York, that are designed to protect consumers against unfair, deceptive, fraudulent and unconscionable trade and business practices and false advertising. These statutes are:

- i.* Alabama Deceptive Trade Practices Act, Ala. Statues Ann. §§ 8-19-1, *et seq.*;
- ii.* Alaska Unfair Trade Practices and Consumer Protection Act, Ak. Code § 45.50.471, *et seq.*;
- iii.* Arizona Consumer Fraud Act, Arizona Revised Statutes, §§ 44-1521, *et seq.*;
- iv.* Arkansas Deceptive Trade Practices Act, Ark. Code § 4-88-101, *et seq.*;
- v.* California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*, and California's Unfair Competition Law, Cal. Bus. & Prof Code § 17200, *et seq.*;
- vi.* Colorado Consumer Protection Act, Colo. Rev. Stat. § 6 - 1-101, *et seq.*;
- vii.* Connecticut Unfair Trade Practices Act, Conn. Gen. Stat § 42-110a, *et seq.*;
- viii.* Delaware Deceptive Trade Practices Act, 6 Del. Code § 2511, *et seq.*;
- ix.* District of Columbia Consumer Protection Procedures Act, D.C. Code § 28 3901, *et seq.*;
- x.* Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. § 501.201, *et seq.*;
- xi.* Georgia Fair Business Practices Act, § 10-1-390 *et seq.*;
- xii.* Hawaii Unfair and Deceptive Practices Act, Hawaii Revised Statues § 480-1, *et seq.*, and Hawaii Uniform Deceptive Trade Practices Act, Hawaii Revised Statutes § 481A-1, *et seq.*;
- xiii.* Idaho Consumer Protection Act, Idaho Code § 48-601, *et seq.*;
- xiv.* Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS § 505/1, *et seq.*;
- xv.* Indiana Deceptive Consumer Sales Act, Indiana Code Ann. §§ 24-5-0.5-0.1, *et seq.*;

- xvi. Iowa Consumer Fraud Act, Iowa Code §§ 714.16, *et seq.*;
- xvii. Kansas Consumer Protection Act, Kan. Stat. Ann §§ 50 626, *et seq.*;
- xviii. Kentucky Consumer Protection Act, Ky. Rev. Stat. Ann. §§ 367.110, *et seq.*, and the Kentucky Unfair Trade Practices Act, Ky. Rev. Stat. Ann §§ 365.020, *et seq.*;
- xix. Louisiana Unfair Trade Practices and Consumer Protection Law, La. Rev. Stat. Ann. §§ 51:1401, *et seq.*;
- xx. Maine Unfair Trade Practices Act, 5 Me. Rev. Stat. § 205A, *et seq.*, and Maine Uniform Deceptive Trade Practices Act, Me. Rev. Stat. Ann. 10, § 1211, *et seq.*;
- xxi. Maryland Consumer Protection Act, Md. Com. Law Code § 13-101, *et seq.*;
- xxii. Massachusetts Unfair and Deceptive Practices Act, Mass. Gen. Laws ch. 93A;
- xxiii. Michigan Consumer Protection Act, §§ 445.901, *et seq.*;
- xxiv. Minnesota Prevention of Consumer Fraud Act, Minn. Stat §§ 325F.68, *et seq.*; and Minnesota Uniform Deceptive Trade Practices Act, Minn. Stat. § 325D.43, *et seq.*;
- xxv. Mississippi Consumer Protection Act, Miss. Code Ann. §§ 75-24-1, *et seq.*;
- xxvi. Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010, *et seq.*;
- xxvii. Montana Unfair Trade Practices and Consumer Protection Act, Mont. Code § 30-14-101, *et seq.*;
- xxviii. Nebraska Consumer Protection Act, Neb. Rev. Stat. § 59 1601, *et seq.*, and the Nebraska Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301, *et seq.*;
- xxix. Nevada Trade Regulation and Practices Act, Nev. Rev. Stat. §§ 598.0903, *et seq.*;
- xxx. New Hampshire Consumer Protection Act, N.H. Rev. Stat. § 358-A:1, *et seq.*;
- xxxi. New Jersey Consumer Fraud Act, N.J. Stat. Ann. §§ 56:8-1, *et seq.*;
- xxxii. New Mexico Unfair Practices Act, N.M. Stat. Ann. §§ 57-12-1, *et seq.*;
- xxxiii. New York Deceptive Acts and Practices Act, N.Y. Gen. Bus. Law § 349 and the New York's False Advertising Law, Gen. Bus. Law § 350350, *et seq.*;
- xxxiv. North Dakota Consumer Fraud Act, N.D. Cent. Code §§ 51 15 01, *et seq.*;
- xxxv. North Carolina Unfair and Deceptive Trade Practices Act, North Carolina General Statutes §§ 75-1, *et seq.*;
- xxxvi. Ohio Deceptive Trade Practices Act, Ohio Rev. Code. Ann. §§ 4165.01. *et seq.*;
- xxxvii. Oklahoma Consumer Protection Act, Okla. Stat. 15 § 751, *et seq.*;
- xxxviii. Oregon Unfair Trade Practices Act, Rev. Stat § 646.605, *et seq.*;
- xxxix. Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Penn. Stat. Ann. §§ 201-1, *et seq.*;
- xl. Rhode Island Unfair Trade Practices and Consumer Protection Act, R.I. Gen. Laws § 6-13.1-1, *et seq.*;
- xli. South Carolina Unfair Trade Practices Act, S.C. Code Laws § 39-5-10, *et seq.*;
- xlii. South Dakota's Deceptive Trade Practices and Consumer Protection Law, S.D. Codified Laws §§ 37-24-1, *et seq.*;
- xliii. Tennessee Trade Practices Act, Tennessee Code Annotated §§ 47-25-101, *et seq.*;
- xliv. Texas Stat. Ann. §§ 17.41, *et seq.*, Texas Deceptive Trade Practices Act, *et seq.*;
- xlv. Utah Unfair Practices Act, Utah Code Ann. §§ 13-5-1, *et seq.*;
- xlvi. Vermont Consumer Fraud Act, Vt. Stat. Ann. tit.9, § 2451, *et seq.*;
- xlvii. Virginia Consumer Protection Act, Virginia Code Ann. §§59.1-196, *et seq.*;
- xlviii. Washington Consumer Fraud Act, Wash. Rev. Code § 19.86.010, *et seq.*;
- xlix. West Virginia Consumer Credit and Protection Act, West Virginia Code § 46A-6-101, *et seq.*;
- l. Wisconsin Deceptive Trade Practices Act, Wis. Stat. §§ 100. 18, *et seq.*;
- li. Wyoming Consumer Protection Act, Wyoming Stat. Ann. §§40-12-101, *et seq.*

11. These statutes include New York's Deceptive Acts or Practices Law, Gen. Bus. Law § 349, and New York's False Advertising Law, Gen. Bus. Law § 350.

13. Plaintiff expressly does not seek to contest or enforce any state law that has requirements beyond those required by federal laws or regulations.

### **JURISDICTION AND VENUE**

14. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332, because this is a class action, as defined by 28 U.S.C § 1332(d)(1)(B), in which a member of the putative class is a citizen of a different state than Defendants, and the amount in controversy exceeds the sum or value of \$5,000,000, excluding interest and costs. *See* 28 U.S.C. § 1332(d)(2).

15. The Court has jurisdiction over the federal claims alleged herein pursuant to 28 U.S.C. § 1331 because they arise under the laws of the United States.

16. The Court has jurisdiction over the state law claims because they form part of the same case or controversy under Article III of the United States Constitution.

17. Alternatively, the Court has jurisdiction over all claims alleged herein pursuant to 28 U.S.C § 1332 because the matter in controversy exceeds the sum or value of \$75,000 and is between citizens of different states.

18. This Court has personal jurisdiction over Plaintiff because Plaintiff submits to the Court's jurisdiction. This Court has personal jurisdiction over Defendants, pursuant to New York Statute N.Y. CVP. Law § 302, because it conducts substantial business in this District, some of the actions giving rise to the Complaint took place in this District, and some of Plaintiff's claims arise out of Defendants operating, conducting, engaging in, or carrying on a business or business venture in this state or having an office or agency in this state; committing a tortious act in this state; and causing injury to person or property in this state arising out of Defendants' acts and

omissions outside this state. Additionally, this court has personal jurisdiction over Defendants because its moving equipment and storage facilities are advertised, marketed, distributed, and sold throughout New York State; Defendants engaged in the wrongdoing alleged in this Complaint throughout New York State; and Defendants have sufficient minimum contacts with New York and/or otherwise has intentionally availed itself of the markets in New York State, rendering the exercise of jurisdiction by the Court permissible under traditional notions of fair play and substantial justice. Moreover, Defendants are engaged in substantial and not isolated activity within New York State.

19. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions giving rise to these claims occurred in this District, the Defendants have caused harm to class members residing in this District, and the Defendants are residents of this District under 28 U.S.C. 1391(c)(2) because they are subject to personal jurisdiction in this district.

### **PARTIES**

#### ***Plaintiff***

20. Plaintiff JONES WON is, and at all times relevant hereto has been, a citizen of the State of New Jersey and resides in Bergen County, New Jersey. Plaintiff WON purchased his first two 2015 Suburbans from Major Chevy located at 43-41 Northern Blvd., Long Island City Plaintiff WON purchased his third and fourth 2015 Suburban from East Hills Chevrolet of Douglaston located at 240-02 Northern Blvd, Douglaston, NY 11362. Plaintiff WON purchased his 2016 Escalade from Brogan Cadillac located at 1 12 Route 46 East, Totowa, NJ 07512. In all cases, WON relied on Defendants' representations that the cars had functioning air conditioning systems. Plaintiff WON was not informed that air conditioning systems would imminently and routinely

malfunction. As a result of his purchase, Plaintiff WON suffered injury in fact, lost money, and was denied the benefit of his bargain.

21. Plaintiff WON's Suburbans and Escalades all suffered from failed air conditioning systems within months of his purchase, requiring expensive repairs and the loss of use of the vehicles. The first two Suburbans have had their air conditioning systems fail twice, with each episode requiring expensive repairs and loss of use of the vehicle.

22. Plaintiff WON suffered injury in fact, lost money, and was denied the benefit of his bargain when he purchased his five vehicles as a result of (a) his repair costs, (b) his inability to use the vehicles while they were broken or being repaired, and (c) lost time and wages. Plaintiff WON was also deprived of the benefit of his bargain insofar as he purchased inherently defective vehicles worth far less than the luxury vehicles with functioning systems that he paid to re

### *Defendants*

23. Defendant GENERAL MOTORS COMPANY is a corporation organized under the laws of Delaware, with its headquarters at 300 Renaissance Center, Detroit, Michigan 48243 and an address for service of process at 251 Little Falls Drive, Wilmington, DE 19808. GENERAL MOTORS COMPANY received substantially all of General Motors' assets during the 2009 bailout of GM and is now the parent company of Defendants' various operations. GENERAL MOTORS COMPANY trades on the New York Stock Exchange under the ticker symbol "GM".

24. Defendant GENERAL MOTORS HOLDINGS LLC. is a corporation organized under the laws of Delaware, with its headquarters at 300 Renaissance Center, Detroit, Michigan 48243 and an address for service of process at 251 Little Falls Drive, Wilmington, DE 19808. GENERAL MOTORS HOLDINGS LLC is wholly owned by GENERAL MOTORS COMPANY.



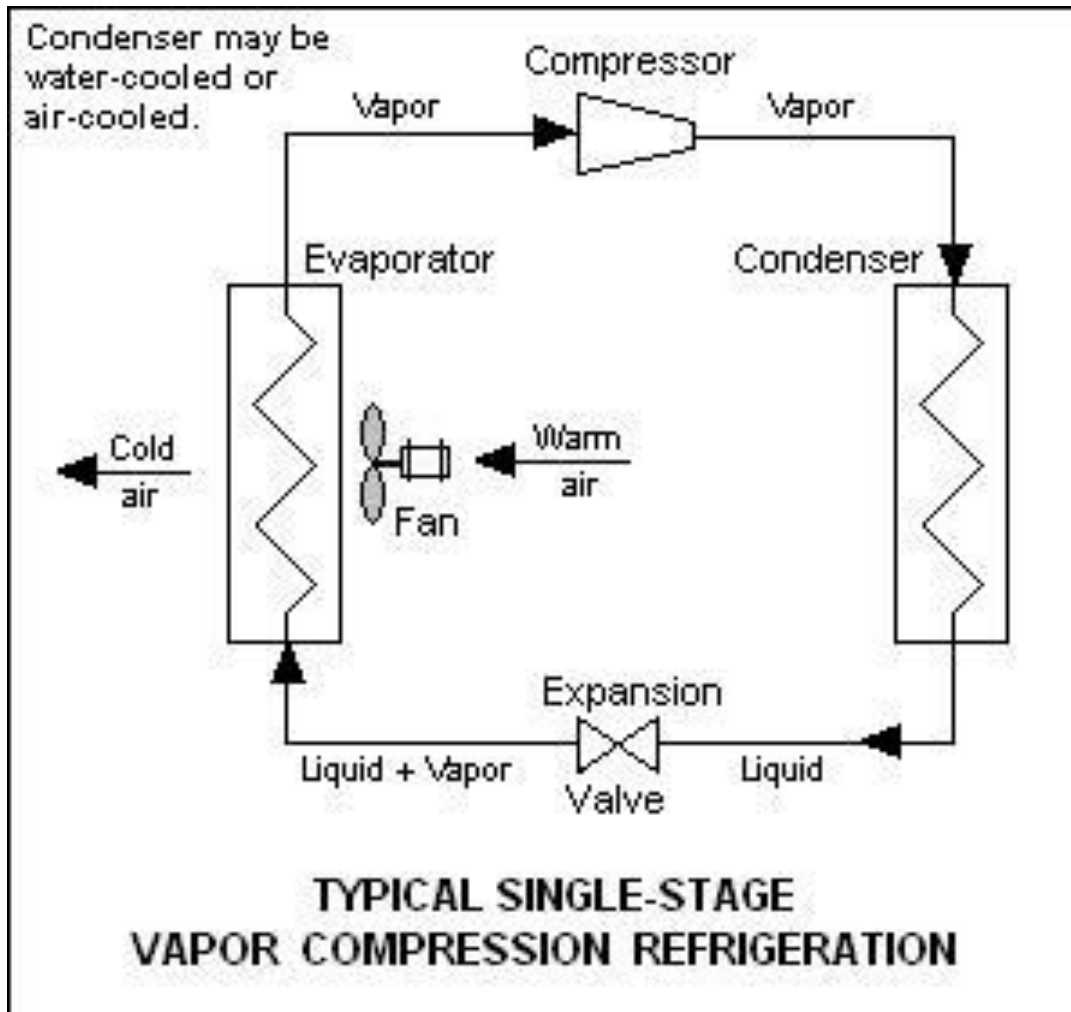
25. Defendant GENERAL MOTORS LLC is a corporation organized under the laws of Delaware, with its headquarters at 300 Renaissance Center, Detroit, Michigan 48243 and an address for service of process at 251 Little Falls Drive, Wilmington, DE 19808. GENERAL MOTORS LLC is wholly owned by GENERAL MOTORS HOLDINGS LLC. GENERAL MOTORS LLC conducts Defendants' day-to-day operations.

### **FACTUAL ALLEGATIONS**

26. General Motors' air conditioners cool a vehicle by blowing air over a cold evaporator that contains cold coolant fluid. The evaporator is part of a system that repetitively cycles the coolant to the evaporator as a cold liquid and away from the evaporator as warmer gas. This cycle is completely sealed off from the environment, so the coolant flows continuously through the system and is never diminished or used up in this process. The air blown into the vehicle cabin never comes into direct contact with the coolant – the air is cooled by being blown over the evaporator, and the evaporator is cold due to the coolant it contains.

27. The air conditioning system cycles the coolant as follows:

- The coolant is coldest while it is a liquid in the evaporator, where a fan blows air over the evaporator into the vehicle cabin. The coolant cools the evaporator, and the evaporator cools the air in the car because heat is transferred from the air around the evaporator into the evaporator. Eventually, this process warms and boils the coolant into gas, so the air conditioner cycles out the warm coolant gas to the compressor.
- The compressor compresses the coolant into a hot, high pressure gas and pushes the coolant to the condenser.
- The hot and dense gas coolant conveys heat into the condenser, and the condenser radiates heat into the environment as external air passes over it, but the coolant itself is never exposed to the air. The hot gas coolant loses heat until it condenses into a liquid. After heat has been released, the coolant is collected in the dehydrator/receiver/dryer until it is ready to be decompressed.
- The coolant then passes through an expansion valve that opens to allow the desired amount of coolant through to the evaporator. This expansion transforms some of the coolant from a cold liquid into a cold, low-pressure gas. When the coolant reaches the evaporator, the cycle begins again. The coolant is never exposed to the outside air, and so it is entirely conserved in this process.



28. In the defective General Motors Products, the physical components of the system are too weak to withstand the pressure that the coolant is under. The malfunction is caused by the weakness and poor design of two parts: the discharge line and the condenser. Either the discharge line or condenser breaks from this pressure and develops a leak, despite normal operation of the vehicle. This causes coolant to leak out and air to leak in, both of which impede the air conditioner from working. First, as air leaks into the system, water vapor in the air freezes into ice, blocking the circulation of coolant within the air conditioning system. As ice blocks the flow of coolant within the system, the fluid is forced out through the leak. Second, as coolant leaks out, the air conditioning system becomes less and less effective. When the evaporator no longer has enough

coolant to absorb heat from the surrounding air, ice forms on and within the system, damaging it directly. Eventually, the system ceases to function at all.

29. Defendants know that its Products are defective and fail from overpressure and has issued a service bulletin addressing the issue. Bulletin #PIE0340 notes that pressurization and leak problems occur in the vehicles even before they are delivered to consumers. **See Exhibit D.**

30. The Product condenser, the rubber part of the Product discharge line, and the metal part of the Product discharge line are all defective and fail easily because Defendants overpressurize the system by using too much coolant. The various defective elements of the air conditioning system fail in different ways.

31. The condenser is simply too weak to hold the pressure of the coolant, so it springs a leak at the neck, where high-pressure gas enters, unless a leak in the discharge line occurs first. Defendants have discontinued the defective condenser part and sells replacement condensers, all without compensating consumers who purchased vehicles with the defective condensers. Because all of the original Product condensers are intrinsically too weak to withstand the pressure of the coolant, GM's part manufacturer ACDelco has discontinued making those condensers for Plaintiff's vehicle. *See Exhibit E.*

32. The discharge line is made of long aluminum pipes connected by a rubber hose. The excess pressure in the system causes either a) the rubber to become disconnected from the aluminum, or b) the aluminum to break open.

33. The rubber to metal connection in the original Product discharge hoses is not strong enough and simply detaches from the metal. Defendants have discontinued the original model of the discharge hose and replaced it with one that has a reinforced connection. *See Exhibit F.*<sup>3</sup>

34. In Products that contain the new discharge hose model, the aluminum part of the hose bursts from the excessive pressure in the system due to its poor design. As the car vibrates in the course of normal driving, the weight of the aluminum pipe part of the discharge line causes the pipe to flex up and down like a diving board.<sup>4</sup> This effect is particularly pronounced on models that have a bulky muffler near the end of one of the aluminum pipes. The continuous flexing gradually weakens the pipe until the excessive pressure bursts it. Defendants have redesigned the discharge line to not have the heavy muffler. *See Exhibit F.*

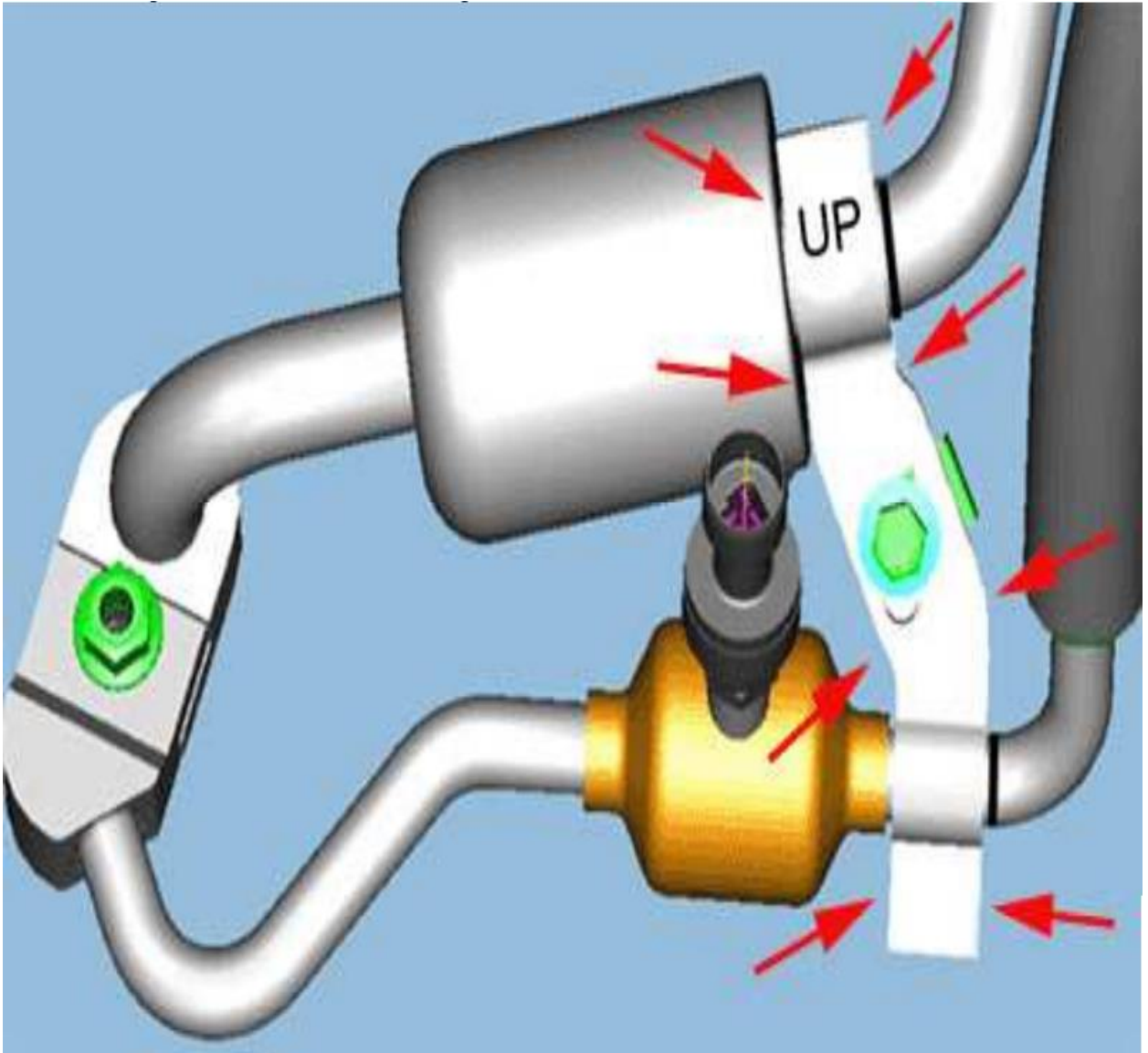
35. The failure of GM's discharge lines has spawned an after-market in custom discharge hoses made from steel, which is stronger than aluminum. *See Exhibit G.* A simpler solution to the flexing problem is to use a bracket to hold the end of the long aluminum part of the discharge hose in place. Defendants have issued a service bulletin instructing mechanics to reinforce the discharge lines with a reinforcing bracket that prevents the line from vibrating. *See Exhibit H.*

36. In Plaintiff's vehicles, the condensers broke open, which required replacement of the condensers. By breaking open, the condensers lowered the pressure in the system before the discharge hose could fail. Plaintiff's experience is typical of other purchasers of Defendants' vehicles whose air conditioning system leaks due to overpressure and the use of fragile components.

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<sup>3</sup> The original discharge line is numbered GM #22777831. The discharge line with a reinforced hose is numbered GM#23438932. The discharge line without the muffler is numbered GM#23220458.

<sup>4</sup> Professional diving boards are made of aluminum. *See* <https://duraflexinternational.com/diving-boards/> (last accessed 5/23/17).



37. In Defendants' cars with a reinforced discharge line, the condenser is the weakest spot and is usually the place where overpressure causes a leak. All four of Plaintiff's cars developed leaks in the necks of their condensers

38. Defendants' air conditioning systems are not built to withstand the pressure of the refrigerant they contain.

39. Defendants possess and exercise the knowledge and authority to inform new purchasers that the Product air conditioning systems will fail, but it does not do so. Defendants

possess the knowledge and authority to inform their existing customers that its air conditioning systems need reinforcement, but they fail to do so.

**A Reasonable Consumer Would Be Deceived**

40. Reasonable consumers (including Plaintiff and the Class) must and do rely on companies such as Defendants' to honestly advertise Products. Corporations such as Defendants intend and know that consumers rely upon advertisements in making their purchasing decisions. Such reliance by consumers are also eminently reasonable, since companies are prohibited from engaging in deceptive acts or practices in the conduct of any business, trade or commerce under New York State law and the consumer protection laws of every state in the United States and the District of Columbia.

41. As detailed herein, New York in particular has placed requirements on companies that are designed to ensure that the claims manufacturers such as Defendants make about their products to consumers are truthful and accurate.

42. Reasonable consumers, such as Plaintiff and the Class, rationally expected that when they purchased a vehicle advertised as having an air conditioning system it would function for more than a few months.

43. Plaintiff and the Class reasonably relied to their detriment on Defendants' false and misleading misrepresentations.

44. Plaintiff did, and a reasonable consumer would, attach importance to whether Defendants' advertisements are deceptive or misleading and therefore unlawful.

45. Defendants' misleading and false advertising of the reservation policy violate New York consumer protection laws against deceptive acts and practices in the conduct of business.

**Plaintiff Relied on Defendants' Claims**

46. Plaintiff was attracted to the Products because he relied on Defendants' representations that they are high-quality vehicles that have air conditioning and would not malfunction or require repeated expensive repairs.

47. Plaintiff did not know, and had no reason to know, that the Products were defective.

48. Defendants' advertisements that the Products had functioning air conditioning systems was a material factor in Plaintiff's and Class members' decision to purchase the Products for thousands of dollars each. Relying on Defendants' misleading advertisements, Plaintiff and Class members believed that they were getting vehicles equipped with serviceable air conditioning, but in fact they received vehicles with air conditioning units that would soon fail. The vehicles Plaintiff and the Class purchased were therefore worth far less than had been represented, and so Plaintiff and the Class were denied the benefit of their bargain. Subsequently, Plaintiff and the Class were forced to pay for repairs to the air conditioning system—repairs that would only temporarily fix the air conditioning systems because the systems are designed with unfixable defects.

49. Defendants' false advertisements as alleged herein are deceptive and misleading and are designed to increase sales and the sale price of Products beyond what they would have been had they been truthfully advertised as lacking a functional air conditioner. Defendants' misrepresentations are part of its systematic pricing, advertising, and marketing practice.

50. As a result of Defendants' misrepresentations, Plaintiff and thousands of others throughout the United States purchased defective Products from Defendants.

**Plaintiff and Class Were Injured**

51. Plaintiff and the Class (defined below) have been damaged by Defendants' deceptive and unfair conduct in that he purchased Products that failed to contain a functioning air

conditioning system. Plaintiff and the Class were damaged at purchase, and Defendants continuously injure them by not informing them that the air conditioning systems are prone to fail and need reinforcement.

52. Defendants did not deliver to Plaintiff and class the benefit of their bargain. Therefore, consumers suffered injury in terms of the price paid for all repairs and inconvenience, as well as the portion of the purchase price attributable to the false representations. Thus, Plaintiff and other similarly situated consumers have been harmed in more than the amount they paid for repairs, and the total amount of damages may be calculated based upon expert testimony at trial.

### **CLASS ACTION ALLEGATIONS**

53. Plaintiff seeks relief in his individual capacity and as representative of all others who are similarly situated. Pursuant to Rule 23(a), 23(b)(2) and/or 23(b)(3) of the Federal Rules of Civil Procedure, Plaintiff seeks certification of the following classes:

#### ***The Nationwide Class***

All United States consumer purchasers of the Products during the applicable limitations period, and/or such subclasses as the Court may deem appropriate (the “Nationwide Class”).

#### ***The New York Class***

54. Alternatively, if the Nationwide Class is not certified, Plaintiff WON seeks to represent a class consisting of the following:

All New York consumer purchasers of the Products during the applicable limitations period, and/or such subclasses as the Court may deem appropriate (the “New York Class”; collectively, the Nationwide Class and the New York Class comprise the “Classes”).

55. Excluded from the Classes are current and former officers and directors of Defendants, members of the immediate families of the officers and directors of Defendants, Defendants’ legal representatives, heirs, successors, assigns, and any entity in which they have or



have had a controlling interest. Also, excluded from the Classes is the judicial officer to whom this lawsuit is assigned.

56. Plaintiff reserves the right to revise the Class definitions based on facts learned in the course of litigating this matter.

57. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff can prove the elements of his claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

58. **Numerosity:** Each Class is so numerous that individual joinder of all class members is impracticable. The precise number of members of the Classes is unknown to Plaintiff, but it is clear that the number greatly exceeds the number that would make joinder practicable, particularly given Defendants' comprehensive nationwide distribution and sales network. Members of the Classes may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, Internet postings, and/or published notice.

59. **Commonality and Predominance:** This action involves common questions of law and fact, which predominate over any questions affecting individual members of the Classes. All members of the Classes were exposed to Defendants' deceptive and misleading reservation policy because those claims were on the Defendants website, advertisements, and Product literature. Furthermore, common questions of law or fact include:

- a. whether the Product vehicles' air conditioning systems are defective;
- b. whether Product vehicle advertisements were false and misleading because they failed to inform consumers of those defects;
- c. whether not Defendants had a duty to warn consumers of the defects;

- d. whether Defendants engaged in a marketing practice intended to deceive consumers;
- e. whether Defendants deprived Plaintiff and the other members of the Class of the benefit of the bargain because Defendants did not provide the vehicles as promised;
- f. whether Defendants have been unjustly enriched at the expense of Plaintiff and other Class members by their misconduct;
- g. whether Defendants must disgorge any and all profits it has made as a result of their misconduct;
- h. whether Defendants should be barred from marketing its reservation guaranteed policy without including disclaimers, however characterized; and
- i. whether Defendants should be held liable for advertising fully functioning vehicles and then actually providing consumers with vehicles that have defective air conditioning systems.

60. Defendants engaged in a common course of conduct in contravention of the laws sought to be enforced by Plaintiff individually and on behalf of the other members of the Classes. Similar or identical statutory and common law violations, business practices, and injuries are involved. Individual questions, if any, pale by comparison, in both quality and quantity, to the numerous common questions that dominate this action. Moreover, the common questions will yield common answers.

61. **Typicality:** Plaintiff's claims are typical of those of the members of the Class because Plaintiff and the other Class members sustained damages arising out of the same wrongful conduct, as detailed herein. Plaintiff and Class members purchased Defendants' vehicles and sustained

similar injuries arising out of Defendants' conduct, which was and is in violation of the laws of all 50 states and the District of Columbia. Defendants' unlawful, unfair and fraudulent actions concern the same business practices described herein irrespective of where they occurred or were experienced. The injuries to the Class were caused directly by Defendants' wrongful misconduct. In addition, the factual underpinning of Defendants' misconduct is common to all Class members and represents a common thread of misconduct resulting in injury to all members of the Class. Plaintiff's claim arises from the same practices and course of conduct that give rise to the claims of the members of the Class and are based on the same legal theories.

62. **Adequacy:** Plaintiff will fairly and adequately represent and pursue the interests of the Class and has retained competent counsel experienced in prosecuting nationwide class actions. Plaintiff understands the nature of his claims herein, have no disqualifying conditions, and will vigorously represent the interests of the Classes. Neither Plaintiff nor Plaintiff's counsel has any interests that conflict with or are antagonistic to the interests of the Classes. Plaintiff has retained highly competent and experienced class action attorneys to represent his interests and those of the Classes. Plaintiff and Plaintiff's counsel has the necessary resources to adequately and vigorously litigate this class action, and Plaintiff and counsel are aware of their fiduciary responsibilities to the Classes and will diligently discharge those duties by vigorously seeking the maximum possible recovery for the members of the Classes.

63. **Superiority:** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiff and the other members of the Classes is relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, so it would

be impracticable for members of the Classes to individually seek redress for Defendants' wrongful conduct. Even if the members of the Classes could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court. Given the similar nature of the members of the Classes' claims and the absence of material or dispositive differences in the statute and common laws upon which the claims are based when such claims are grouped as proposed above and below, the Nationwide Class (or, alternatively, the New York Class) will be easily managed by the Court and the parties.

64. **Declaratory and Injunctive Relief:** The prerequisites to maintaining a class action for injunctive relief or equitable relief pursuant to Rule 23(b)(2) are met, as Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or equitable relief with respect to the Class as a whole.

65. The prerequisites to maintaining a class action for injunctive relief or equitable relief pursuant to Rule 23(b)(3) are met, as questions of law or fact common to the Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

66. Defendants' conduct is generally applicable to the Class as a whole and Plaintiff seeks, *inter alia*, equitable remedies with respect to the Class as a whole. As such, Defendants' systematic policies and practices make declaratory relief with respect to the Class as a whole appropriate.

67. Further, in the alternative, the Class may be maintained as class actions with respect to particular issues, pursuant to Fed.R.Civ.P. 23(c)(4).

## **CAUSES OF ACTION**

### **COUNT I**

#### **INJUNCTION FOR VIOLATIONS OF NY GBL § 349 (DECEPTIVE AND UNFAIR TRADE PRACTICES ACT)**

*(Brought Individually and on behalf of the Nationwide Class under New York Law;  
Alternatively, brought Individually and on behalf of the New York Subclass of the Nationwide Class;  
Alternatively, brought Individually and on behalf of the New York Class.)*

68. Plaintiff WON realleges and incorporates herein by reference the allegations contained in all the preceding paragraphs of this Complaint, as if fully set forth herein.

69. Plaintiff WON brings this claim individually and on behalf of the Class for an injunction for violations of NY GBL § 349.

70. NY GBL § 349 provides that deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state are unlawful.

71. Any person who has been injured by reason of any violation of the NY GBL § 349 may bring an action in his own name to enjoin such unlawful act or practice, an action to recover his actual damages or fifty dollars, whichever is greater, or both such actions. The court may, in its discretion, increase the award of damages to an amount not to exceed three times the actual damages up to one thousand dollars, if the court finds the Defendants willfully or knowingly violated this section. The court may award reasonable attorney's fees to a prevailing plaintiff.

72. Defendants misrepresented and omitted material information regarding the Products, as set forth herein, by:

- Designing the Products defectively, such that they fail soon after purchase;
- Falsely advertising the Products as having functioning air conditioning systems;

- Doing nothing to warn their customers that the almost inevitable failure of factory-installed air conditioning systems will cause them extensive loss;
- Refusing to compensate consumers for the repairs necessitated by the Products' defective design.

73. Defendants' misrepresentations and concealment of material facts constitute unconscionable commercial practices, deception, fraud, false pretenses, misrepresentation, and/or the knowing concealment, suppression, or omission of material facts with the intent that others rely on such concealment, suppression, or omission in connection with the sale and advertisement of the Products.

74. Defendants engaged in the deceptive acts and practices alleged herein in order to sell Products to the public, including Plaintiff and the Class.

75. Defendants' practices, acts, policies, and course of conduct, including its omissions, as described above, were intended to induce, and did induce, Plaintiff and the Class to purchase the Products.

76. Acts and omissions by Defendants were likely to mislead a reasonable consumer into purchasing the Products. Defendants' deceptive acts and omissions are material because they concern an essential feature of the Product, its air conditioning system.

77. The sale and distribution in New York of the Products was a consumer-oriented act, and thereby falls under the New York deceptive acts and practices statute.

78. Defendants have refused to act on grounds generally applicable to the injunctive relief sought by Plaintiff, thereby making final injunctive relief appropriate.

79. Defendants persist in their deceptive and unfair marketing and sales practices regarding the Products to the detriment of consumers across the country, including Plaintiff and the Class.

80. Under all of the circumstances, Defendants' conduct in employing these unfair and deceptive trade practices was malicious, willful, wanton and outrageous such as to shock the conscience of the community and warrant the imposition of punitive damages.

81. Defendants' actions impact the public interest because Plaintiff and members of the New York Class were injured in exactly the same way as thousands of others who purchased the Products.

82. If Defendants are allowed to continue with these practices, consumers, including Plaintiff and the Class, will be irreparably harmed. Plaintiff and the Class do not have a plain, adequate, speedy, or complete remedy at law to address all of the wrongs alleged in this Complaint unless injunctive relief is granted to stop Defendants' deceptive marketing and sale of the Products.

83. Plaintiff WON is therefore entitled to an injunction requiring Defendants to cease its unfair and deceptive practices relating the sale of the Products.

84. Plaintiff WON and the Class seek declaratory relief, a judgment enjoining Defendants' from continuing to disseminate their false and misleading statements and awarding costs of this proceeding and attorneys' fees, as provided by NY GBL § 349, and other relief allowable under NY GBL § 349.

**COUNT II**

**DAMAGES FOR VIOLATIONS OF NY GBL § 349 and § 350  
(DECEPTIVE AND UNFAIR TRADE PRACTICES/FALSE ADVERTISING)**

*(Brought Individually and on behalf of the Nationwide Class under New York Law;  
Alternatively, brought Individually and on behalf of the New York Subclass of the Nationwide Class;  
Alternatively, brought Individually and on behalf of the New York Class.)*

85. Plaintiff WON realleges and incorporates herein by reference the allegations contained in all the preceding paragraphs of this Complaint, as if fully set forth herein.

86. Plaintiff WON brings this claim for damages under NY GBL §§ 349 and 350.

87. Defendants engaged in consumer-oriented, commercial conduct by selling and advertising the Products.

88. Defendants misrepresented and omitted material information regarding the Products by failing to disclose that the air conditioning in the Products would fail imminently.

89. Defendants' misrepresentations and concealment of material facts constitute unconscionable commercial practices, deception, fraud, false advertising, misrepresentation, and/or the knowing concealment, suppression, or omission of materials facts with the intent that others rely on such concealment, suppression, or omission in connection with the sale and advertisement of the Products, in violation of NY GBL § 349.

90. Defendants knowingly and falsely represented that the Products were fit to be used for the purpose for which they were intended, when Defendants knew they were defective and dangerous.

91. Defendants engaged in the deceptive acts and practices alleged herein in order to sell the Products to the public, including to Plaintiff WON.



92. Defendants' practices, acts, policies, and course of conduct, including its omissions, as described above, were intended to induce, and did induce, Plaintiff WON to purchase the Products.

93. Defendants sold the Products knowingly concealing that they contained the defects alleged herein.

94. As a direct and proximate result of these unconscionable, unfair, and deceptive acts or practices, Plaintiff WON and the Class were injured when they paid money for a product that did not have the qualities and attributes that Defendants had advertised.

95. Plaintiff and the Class are therefore entitled to compensatory damages, equitable and declaratory relief, punitive damages, costs and reasonable attorney's fees.

### **COUNT III**

#### **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**

*(Brought Individually and on behalf of the Nationwide Class under New York Law;  
Alternatively, brought Individually and on behalf of the New York Subclass of the Nationwide Class;  
Alternatively, brought Individually and on behalf of the New York Class.)*

96. Plaintiff realleges and incorporates herein by reference the allegations contained in all the preceding paragraphs of this Complaint, as if fully set forth herein.

97. In "a breach of warranty of merchantability claim, Plaintiff must allege that the product is not fit for the ordinary purposes for which such goods are used." *Gasque v. Thor Motor Coach*, 2017 NY Slip Op 50122(U), ¶ 3 (Sup. Ct.) (citing *Bradley v. Earl B. Feiden, Inc.*, 8 NY3d 265, 273, 864 N.E.2d 600, 832 N.Y.S.2d 470 (2007)).

98. Defendants impliedly warranted and represented through advertisements, marketing, packaging, labels, websites and other material that the Products were fit for the ordinary purposes of vehicles—namely, comfortably transporting a driver and passengers in a safe and healthy fashion.

99. Defendants breached said warranty because the Products purchased by Plaintiff and the class were defective and would suffer imminent air conditioning failure due to their defective design and physical weakness, which was inconsistent with the ordinary purpose of vehicles.

100. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff purchased defective products whose lack of effective air conditioning greatly lowered their value.

101. As a direct and proximate result of Defendants' breach, Plaintiff has been damaged in an amount to be determined at trial.

#### **COUNT IV**

##### **STRICT PRODUCTS LIABILITY (MANUFACTURING DEFECT AND FAILURE TO WARN)**

*(Brought Individually and on behalf of the Nationwide Class under New York Law;  
Alternatively, brought Individually and on behalf of the New York Subclass of the Nationwide Class;  
Alternatively, brought Individually and on behalf of the New York Class.)*

102. Plaintiff realleges and incorporate herein by reference the allegations contained in all the preceding paragraphs of this Complaint, as if fully set forth herein, and further alleges as follows.

103. At all times herein mentioned, Defendants designed, researched, manufactured, tested, advertised, promoted, marketed, sold and/or distributed the Products used by Plaintiff.

104. The Products were expected to, and did, reach the usual consumers, handlers, and persons coming into contact with said product without substantial change in the condition in which they were produced, manufactured, sold, distributed, and marketed by Defendants.

105. In order to plead a manufacturing defect a plaintiff must assert that (1) the product was not reasonably safe as marketed; (2) the plaintiff used the product for a normal purpose; (3) by exercising reasonable care, plaintiff would not have discovered the defect and apprehended its

danger; and (4) plaintiff would not have otherwise avoided injury by exercising ordinary care. *Derienzo v. Trek Bicycle Corp.*, 376 F.Supp.2d 537, 560 (S.D.N.Y. 2005).

106. Element #1 is satisfied because the Products were not reasonably safe as marketed. Air conditioning is needed for the safety of a vehicle's driver and passengers during hot weather.

107. Element #2 is satisfied because Plaintiff used the Products for their normal, intended purpose—driving people.

108. Element #3 is satisfied because Plaintiff could not have discovered the danger of the Products through the exercise of reasonable care. Plaintiff did not have access to information in Defendants' internal engineering documents, which would indicate the inadequacy of the parts. No visual inspection would reveal the defects.

109. Element #4 is satisfied because Plaintiff could not have prevented the air conditioning systems' failure through the exercise of ordinary care. The parts are simply too weak.

110. To establish a *prima facie* case of manufacturing defect, the plaintiff "may rely upon the circumstances of the accident and proof that the product did not perform as intended." *Hare v. Hoveround Corp.*, 2009 WL 3086404, at \*4 (N.D.N.Y. September 23, 2009) (citing *Brown v. Borruso*, 238 A.D.2d 884, 885, 660 N.Y.S.2d 780 (4th Dept. 1997)).

111. The circumstances of the Products' swift and routine failure establish that the Products were defectively manufactured—that is, manufactured such that they would imminently fail even with moderate, ordinary use.

112. Defendants failed to warn Plaintiff of this problem even though they knew or had reason to know of it.

113. Defendants had a duty to give adequate warning of the dangers associated with the Products, which they knew or should have known existed.

114. As a direct and proximate result of Defendants' manufacturing process and failure to warn Plaintiff of the dangers created by that process, Plaintiff suffered physical discomfort, risk of serious injury, and/or economic harm.

115. Defendants' actions and omissions as identified in this Complaint show that Defendants acted maliciously and intentionally disregarded the rights of Plaintiff, thus warranting the imposition of punitive damages.

**COUNT V**  
**NEGLIGENCE**

*(Brought Individually and on behalf of the Nationwide Class under New York Law;  
Alternatively, brought Individually and on behalf of the New York Subclass of the Nationwide Class;  
Alternatively, brought Individually and on behalf of the New York Class.)*

116. Plaintiff realleges and incorporates herein by reference the allegations contained in all the preceding paragraphs of this Complaint, as if fully set forth herein, and further alleges as follows:

117. At all times material hereto, Defendants designed and manufactured the Products.

118. Defendants had a duty to exercise reasonable care in designing, manufacturing, assembling, marketing, selling and/or distributing the Products. Defendants placed the Products into the stream of commerce. It had a duty to ensure that the Products would perform as intended and not create comfort or safety risks to Plaintiff.

119. Defendants failed to exercise ordinary care in the designing, manufacturing, assembling, inspecting, marketing, selling and/or distributing the Products into the stream of commerce. Defendants knew or should have known that the Products was manufactured such that they would soon fail and that this created an unreasonable risk of health problems in extreme heat, as well as certain discomfort.

120. The negligence of Defendants, its agents, servants, and/or employees, included, but was not limited to, the following acts and/or omissions:

- a. manufacturing, marketing, and distributing the Products without adequately testing them for durability;
- b. failing to warn Plaintiff, the public, car dealers, and mechanics of the dangers and defects of the Products;
- c. failing to recall or otherwise notify users at the earliest date that it became known that the Products were dangerous and defective;
- d. representing that the Products was safe for their intended purpose when they are in fact unsafe and defective;
- e. concealing information reported by its own employee(s) that its manufacturing practices did not conform to accepted industry and regulatory standards.

121. Defendants knew or should have known that consumers such as Plaintiff would suffer foreseeable injury, both physical and economic, and/or be at an increased risk of suffering injury as a result of Defendants' failure to exercise ordinary care.

122. Defendants' actions and omissions constitute negligence per se by virtue of violating statutes, ordinances and/or rules and/or regulations.

123. Defendants' negligence was the proximate cause of the injury to Plaintiff.

124. Defendants' conduct as described herein, including but not limited to its failure to provide adequate warnings, and its continued manufacture, sale, and marketing of the Product, which it knew was dangerous and defective, evidences intentional disregard for the rights of Plaintiff and warrant the imposition of punitive damages.

**COUNT VI**

**FRAUDULENT MISREPRESENTATION/CONCEALMENT**

*(Brought Individually and on behalf of the Nationwide Class under New York Law;  
Alternatively, brought Individually and on behalf of the New York Subclass of the Nationwide Class;  
Alternatively, brought Individually and on behalf of the New York Class.)*

125. Plaintiff realleges and incorporate herein by reference the allegations contained in all the preceding paragraphs of this Complaint, as if fully set forth herein.

126. A claim for fraudulent misrepresentation requires a plaintiff to allege "[1] a misrepresentation or a material omission of fact which was false and known to be false by defendant, [2] made for the purpose of inducing the other party to rely upon it, [3] justifiable reliance of the other party on the misrepresentation or material omission, and [4] injury" *Mandarin Trading Ltd. v. Wildenstein*, 2011 NY Slip Op 741, ¶ 3, 16 N.Y.3d 173, 178, 919 N.Y.S.2d 465, 469, 944 N.E.2d 1104, 1108 (quoting *Lama Holding Co. v. Smith Barney Inc.*, 88 NY2d 413, 421, 668 NE2d 1370, 646 NYS2d 76 [1996]).

127. Element #1 is satisfied because Defendants falsely represented to Plaintiff and the public that the Products have air conditioning when it knew these representations to be essentially false. A product that truly had air conditioning would be manufactured such that the air conditioning would last more than a few months.

128. Element #1 is also satisfied because Defendants failed to disclose, while having a duty to disclose, that their manufacturing process was not subject to appropriate quality measures.

129. Element #2 is satisfied because these and other similar representations were made for the purpose of inducing the reliance of Plaintiff. Any consumer would care a great deal about whether a car had air conditioning.

130. Element #3 is satisfied because Plaintiff WON's reliance on these representations was justified. He had no way of discovering that they were not true.

131. Element #4 is satisfied because Plaintiff WON suffered injury as a result of the defects in the Products, both because he lost use of the vehicles, he had to pay for repairs, and received vehicles less valuable than advertised.

132. Defendants' conduct as described herein, including but not limited to its failure to provide adequate warnings, and its continued manufacture, sale, and marketing of the Product, which it knew was dangerous, evidences intentional disregard for the rights of Plaintiff and warrant the imposition of punitive damages.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of all other similarly situated, seeks judgment against Defendants, as follows:

- a. An Order that this action be maintained as a class action and appointing Plaintiff as representatives of the Nationwide Class and/or the New York Class;
- b. An Order appointing the undersigned attorney as class counsel in this action;
- c. Restitution and disgorgement of all amounts obtained by Defendants as a result of their misconduct, together with interest thereon from the date of payment, to the victims of such violations;
- d. All recoverable compensatory and other damages sustained by Plaintiff and the Class, including repair costs, time spent in repairing the Products, and loss of value of the Products;
- e. Actual and/or statutory damages for injuries suffered by Plaintiff and the Class and in the maximum amount permitted by applicable law;
- f. An order (i) requiring Defendants to immediately cease their wrongful conduct as set forth in this Complaint; (ii) enjoining Defendants from continuing to misrepresent and conceal material information and conduct business via the unlawful, unfair and deceptive business acts and practices complained of herein; and (iii) ordering Defendants to engage in a corrective advertising campaign;
- g. Statutory pre-judgment and post-judgment interest on any amounts;
- h. Payment of reasonable attorneys' fees and costs; and
- i. Such other relief as the Court may deem just and proper.





# Exhibit A

<b>Part Number of Defective Condenser: 23141861 (ADO-15-63786)</b>	
<b>Vehicles Containing Defective Part 23141861 (ADO-15-63786)</b>	
Cadillac Escalade 4WD Base	2015, 2016
Cadillac Escalade 4WD Luxury	2015, 2016
Cadillac Escalade 4WD Platinum	2015, 2016
Cadillac Escalade 4WD Premium	2015, 2016
Cadillac Escalade RWD Base	2015, 2016
Cadillac Escalade RWD Luxury	2015, 2016
Cadillac Escalade RWD Platinum	2015, 2016
Cadillac Escalade RWD Premium	2015, 2016
Cadillac Escalade ESV 4WD Base	2015, 2016, 2017
Cadillac Escalade ESV 4WD Luxury	2015, 2016, 2017
Cadillac Escalade ESV 4WD Platinum	2015, 2016, 2017
Cadillac Escalade ESV 4WD Premium	2015, 2016, 2017
Cadillac Escalade ESV RWD Base	2015, 2016, 2017
Cadillac Escalade ESV RWD Luxury	2015, 2016, 2017
Cadillac Escalade ESV RWD Platinum	2015, 2016, 2017
Cadillac Escalade ESV RWD Premium	2015, 2016, 2017
Chevrolet Silverado 1500 5.3L V8 4WD Custom Crew Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 4WD Custom Extended Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 4WD High Country Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD LS Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD LS Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD LS Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD LT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD LT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD LT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD LTZ Crew Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 4WD LTZ Extended Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 4WD SSV Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD WT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD WT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD WT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD Custom Crew Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD Custom Extended Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD High Country Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LS Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LS Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LS Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LTZ Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LTZ Extended Cab Pickup	2015, 2016

Chevrolet Silverado 1500 5.3L V8 FLEX 4WD SSV Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD WT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD WT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD WT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD Custom Crew Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD Custom Extended Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD High Country Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LS Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LS Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LS Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LTZ Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LTZ Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD SSV Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD WT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD WT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD WT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD Custom Crew Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 RWD Custom Extended Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 RWD High Country Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD LS Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD LS Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD LS Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD LT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD LT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD LT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD LTZ Crew Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 RWD LTZ Extended Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 RWD SSV Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD WT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD WT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD WT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 6.2L V8 4WD High Country Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 6.2L V8 4WD LTZ Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 6.2L V8 4WD LTZ Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 6.2L V8 RWD High Country Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 6.2L V8 RWD LTZ Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 6.2L V8 RWD LTZ Extended Cab Pickup	2015, 2016
Chevrolet Suburban 4WD LS	2015, 2016, 2017
Chevrolet Suburban 4WD LT	2015, 2016, 2017
Chevrolet Suburban 4WD LTZ	2015, 2016
Chevrolet Suburban 4WD Premier	2017

Chevrolet Suburban RWD LS	2015, 2016, 2017
Chevrolet Suburban RWD LT	2015, 2016, 2017
Chevrolet Suburban RWD LTZ	2015, 2016
Chevrolet Suburban RWD Premier	2017
Chevrolet Tahoe 4WD LS	2015, 2016
Chevrolet Tahoe 4WD LT	2015, 2016
Chevrolet Tahoe 4WD LTZ	2015, 2016
Chevrolet Tahoe 4WD PPV	2015, 2016
Chevrolet Tahoe 4WD SSV	2015, 2016
Chevrolet Tahoe RWD LS	2015, 2016
Chevrolet Tahoe RWD LT	2015, 2016
Chevrolet Tahoe RWD LTZ	2015, 2016
Chevrolet Tahoe RWD PPV	2015, 2016
GMC Sierra 1500 5.3L V8 4WD Base Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 4WD Base Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 4WD Base Standard Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 4WD Denali Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 4WD SLE Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 4WD SLE Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 4WD SLE Standard Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 4WD SLT Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 4WD SLT Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD Base Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD Base Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD Base Standard Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD Denali Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD SLE Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD SLE Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD SLE Standard Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD SLT Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD SLT Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD Base Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD Base Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD Base Standard Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD Denali Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD SLE Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD SLE Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD SLE Standard Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD SLT Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD SLT Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 RWD Base Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 RWD Base Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 RWD Base Standard Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 RWD Denali Crew Cab Pickup	2015, 2016

GMC Sierra 1500 5.3L V8 RWD SLE Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 RWD SLE Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 RWD SLE Standard Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 RWD SLT Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 RWD SLT Extended Cab Pickup	2015, 2016
GMC Sierra 1500 6.2L V8 4WD Denali Crew Cab Pickup	2015, 2016
GMC Sierra 1500 6.2L V8 4WD SLT Crew Cab Pickup	2015, 2016
GMC Sierra 1500 6.2L V8 4WD SLT Extended Cab Pickup	2015, 2016
GMC Sierra 1500 6.2L V8 RWD Denali Crew Cab Pickup	2015, 2016
GMC Sierra 1500 6.2L V8 RWD SLT Crew Cab Pickup	2015, 2016
GMC Sierra 1500 6.2L V8 RWD SLT Extended Cab Pickup	2015, 2016
GMC Yukon 5.3L 4WD SLE	2015, 2016
GMC Yukon 5.3L 4WD SLT	2015, 2016
GMC Yukon 5.3L RWD SLE	2015, 2016
GMC Yukon 5.3L RWD SLT	2015, 2016
GMC Yukon 6.2L 4WD DENALI	2015, 2016
GMC Yukon 6.2L RWD DENALI	2015, 2016
GMC Yukon XL 5.3L 4WD SLE	2015, 2016, 2017
GMC Yukon XL 5.3L 4WD SLT	2015, 2016, 2017
GMC Yukon XL 5.3L RWD SLE	2015, 2016, 2017
GMC Yukon XL 5.3L RWD SLT	2015, 2016, 2017
GMC Yukon XL 6.2L 4WD Denali	2015, 2016, 2017
GMC Yukon XL 6.2L RWD Denali	2015, 2016, 2017

<b>Part Number of Defective Condenser: 84211190 (ADO 15-63787)</b>	
<b>Vehicles Containing Defective Part 84211190 (ADO 15-63787)</b>	
[Unknown/subject to later discovery]	

<b>Part Number of Defective Condenser: 84211191 (ADO-15-63872)</b>	
<b>Vehicles Containing Defective Part 84211191 (ADO-15-63872)</b>	
[Unknown/subject to later discovery]	

<b>Part Number of Defective Condenser: 23141869 (ADO-15-63786)</b>	
<b>Vehicles Containing Defective Part 23141869 (ADO-15-63786)</b>	
Chevrolet Silverado Base	2014
Chevrolet Silverado CREW CAB HIGH COUNTRY	2014
Chevrolet Silverado CREW CAB LT	2014
Chevrolet Silverado CREW CAB LTZ	2014
Chevrolet Silverado CREW CAB WORK TRUCK	2014
Chevrolet Silverado EXT CAB HIGH COUNTRY	2014
Chevrolet Silverado EXT CAB LT	2014
Chevrolet Silverado EXT CAB LTZ	2014
Chevrolet Silverado EXT CAB WORK TRUCK	2014
Chevrolet Silverado STD CAB HIGH COUNTRY	2014
Chevrolet Silverado STD CAB LT	2014
Chevrolet Silverado STD CAB LTZ	2014
Chevrolet Silverado STD CAB WORK TRUCK	2014
GMC Sierra CREW CAB FLEET/BASE	2014
GMC Sierra CREW CAB LUXURY/DENALI	2014
GMC Sierra CREW CAB SLE	2014
GMC Sierra CREW CAB SLT	2014
GMC Sierra EXT CAB FLEET/BASE	2014
GMC Sierra EXT CAB LUXURY/DENALI	2014
GMC Sierra EXT CAB SLE	2014
GMC Sierra EXT CAB SLT	2014
GMC Sierra STD CAB FLEET/BASE	2014
GMC Sierra STD CAB LUXURY/DENALI	2014
GMC Sierra STD CAB SLE	2014
GMC Sierra STD CAB SLT	2014



<b>Part Numbers of Defective Discharge Line: 22777831, 23438932</b>	
<b>Vehicles Containing Defective Part 22777831 or 23438932</b>	
Cadillac Escalade 4WD Base	2015
Cadillac Escalade 4WD Luxury	2015
Cadillac Escalade 4WD Platinum	2015
Cadillac Escalade 4WD Premium	2015
Cadillac Escalade RWD Base	2015
Cadillac Escalade RWD Luxury	2015
Cadillac Escalade RWD Platinum	2015
Cadillac Escalade RWD Premium	2015
Cadillac Escalade ESV 4WD Base	2015
Cadillac Escalade ESV 4WD Luxury	2015
Cadillac Escalade ESV 4WD Platinum	2015
Cadillac Escalade ESV 4WD Premium	2015
Cadillac Escalade ESV RWD Base	2015
Cadillac Escalade ESV RWD Luxury	2015
Cadillac Escalade ESV RWD Platinum	2015
Cadillac Escalade ESV RWD Premium	2015
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD LS Crew Cab Pickup	2015
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD LS Extended Cab Pickup	2015
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD LS Standard Cab Pickup	2015
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD LT Crew Cab Pickup	2014, 2015
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD LT Extended Cab Pickup	2014, 2015
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD LT Standard Cab Pickup	2014, 2015
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD WT Crew Cab Pickup	2014, 2015
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD WT Extended Cab Pickup	2014, 2015
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD WT Standard Cab Pickup	2014, 2015
Chevrolet Silverado 1500 4.3L V6 FLEX RWD LS Crew Cab Pickup	2015
Chevrolet Silverado 1500 4.3L V6 FLEX RWD LS Extended Cab Pickup	2015
Chevrolet Silverado 1500 4.3L V6 FLEX RWD LS Standard Cab Pickup	2015
Chevrolet Silverado 1500 4.3L V6 FLEX RWD LT Crew Cab Pickup	2014, 2015
Chevrolet Silverado 1500 4.3L V6 FLEX RWD LT Extended Cab Pickup	2014, 2015
Chevrolet Silverado 1500 4.3L V6 FLEX RWD LT Standard Cab Pickup	2014, 2015
Chevrolet Silverado 1500 4.3L V6 FLEX RWD WT Crew Cab Pickup	2014, 2015
Chevrolet Silverado 1500 4.3L V6 FLEX RWD WT Extended Cab Pickup	2014, 2015
Chevrolet Silverado 1500 4.3L V6 FLEX RWD WT Standard Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 4WD High Country Crew Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 4WD LS Crew Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 4WD LS Extended Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 4WD LS Standard Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 4WD LT Crew Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 4WD LT Extended Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 4WD LT Standard Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 4WD SSV Crew Cab Pickup	2015



Chevrolet Silverado 1500 5.3L V8 4WD WT Crew Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 4WD WT Extended Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 4WD WT Standard Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD High Country Crew Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LS Crew Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LS Extended Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LS Standard Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LT Crew Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LT Extended Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LT Standard Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LTZ Crew Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LTZ Extended Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD SSV Crew Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD WT Crew Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD WT Extended Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD WT Standard Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 FLEX RWD High Country Crew Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LS Crew Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LS Extended Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LS Standard Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LT Crew Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LT Extended Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LT Standard Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LTZ Crew Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LTZ Extended Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 FLEX RWD SSV Crew Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 FLEX RWD WT Crew Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 FLEX RWD WT Extended Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 FLEX RWD WT Standard Cab Pickup	2014, 2015
Chevrolet Silverado 1500 5.3L V8 RWD High Country Crew Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 RWD LS Crew Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 RWD LS Extended Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 RWD LS Standard Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 RWD LT Crew Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 RWD LT Extended Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 RWD LT Standard Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 RWD SSV Crew Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 RWD WT Crew Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 RWD WT Extended Cab Pickup	2015
Chevrolet Silverado 1500 5.3L V8 RWD WT Standard Cab Pickup	2015
Chevrolet Silverado 1500 6.2L V8 4WD High Country Crew Cab Pickup	2014, 2015
Chevrolet Silverado 1500 6.2L V8 4WD LTZ Crew Cab Pickup	2014, 2015
Chevrolet Silverado 1500 6.2L V8 4WD LTZ Extended Cab Pickup	2014, 2015
Chevrolet Silverado 1500 6.2L V8 RWD High Country Crew Cab Pickup	2014, 2015

Chevrolet Silverado 1500 6.2L V8 RWD LTZ Crew Cab Pickup	2014, 2015
Chevrolet Silverado 1500 6.2L V8 RWD LTZ Extended Cab Pickup	2014, 2015
Chevrolet Suburban 4WD LS	2015
Chevrolet Suburban 4WD LT	2015
Chevrolet Suburban 4WD LTZ	2015
Chevrolet Suburban RWD LS	2015
Chevrolet Suburban RWD LT	2015
Chevrolet Suburban RWD LTZ	2015
Chevrolet Tahoe 4WD LS	2015
Chevrolet Tahoe 4WD LT	2015
Chevrolet Tahoe 4WD LTZ	2015
Chevrolet Tahoe 4WD PPV	2015
Chevrolet Tahoe 4WD SSV	2015
Chevrolet Tahoe RWD LS	2015
Chevrolet Tahoe RWD LT	2015
Chevrolet Tahoe RWD LTZ	2015
Chevrolet Tahoe RWD PPV	2015
GMC Sierra 1500 4.3L V6 FLEX 4WD Base Crew Cab Pickup	2014, 2015
GMC Sierra 1500 4.3L V6 FLEX 4WD Base Extended Cab Pickup	2014, 2015
GMC Sierra 1500 4.3L V6 FLEX 4WD Base Standard Cab Pickup	2014, 2015
GMC Sierra 1500 4.3L V6 FLEX 4WD SLE Crew Cab Pickup	2014, 2015
GMC Sierra 1500 4.3L V6 FLEX 4WD SLE Extended Cab Pickup	2014, 2015
GMC Sierra 1500 4.3L V6 FLEX 4WD SLE Standard Cab Pickup	2014, 2015
GMC Sierra 1500 4.3L V6 FLEX RWD Base Crew Cab Pickup	2014, 2015
GMC Sierra 1500 4.3L V6 FLEX RWD Base Extended Cab Pickup	2014, 2015
GMC Sierra 1500 4.3L V6 FLEX RWD Base Standard Cab Pickup	2014, 2015
GMC Sierra 1500 4.3L V6 FLEX RWD SLE Crew Cab Pickup	2014, 2015
GMC Sierra 1500 4.3L V6 FLEX RWD SLE Extended Cab Pickup	2014, 2015
GMC Sierra 1500 4.3L V6 FLEX RWD SLE Standard Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 4WD Base Crew Cab Pickup	2015
GMC Sierra 1500 5.3L V8 4WD Base Extended Cab Pickup	2015
GMC Sierra 1500 5.3L V8 4WD Base Standard Cab Pickup	2015
GMC Sierra 1500 5.3L V8 4WD Denali Crew Cab Pickup	2015
GMC Sierra 1500 5.3L V8 4WD SLE Crew Cab Pickup	2015
GMC Sierra 1500 5.3L V8 4WD SLE Extended Cab Pickup	2015
GMC Sierra 1500 5.3L V8 4WD SLE Standard Cab Pickup	2015
GMC Sierra 1500 5.3L V8 4WD SLT Crew Cab Pickup	2015
GMC Sierra 1500 5.3L V8 4WD SLT Extended Cab Pickup	2015
GMC Sierra 1500 5.3L V8 FLEX 4WD Base Crew Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 FLEX 4WD Base Extended Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 FLEX 4WD Base Standard Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 FLEX 4WD Denali Crew Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 FLEX 4WD SLE Crew Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 FLEX 4WD SLE Extended Cab Pickup	2014, 2015

GMC Sierra 1500 5.3L V8 FLEX 4WD SLE Standard Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 FLEX 4WD SLT Crew Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 FLEX 4WD SLT Extended Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 FLEX RWD Base Crew Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 FLEX RWD Base Extended Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 FLEX RWD Base Standard Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 FLEX RWD Denali Crew Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 FLEX RWD SLE Crew Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 FLEX RWD SLE Extended Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 FLEX RWD SLE Standard Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 FLEX RWD SLT Crew Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 FLEX RWD SLT Extended Cab Pickup	2014, 2015
GMC Sierra 1500 5.3L V8 RWD Base Crew Cab Pickup	2015
GMC Sierra 1500 5.3L V8 RWD Base Extended Cab Pickup	2015
GMC Sierra 1500 5.3L V8 RWD Base Standard Cab Pickup	2015
GMC Sierra 1500 5.3L V8 RWD Denali Crew Cab Pickup	2015
GMC Sierra 1500 5.3L V8 RWD SLE Crew Cab Pickup	2015
GMC Sierra 1500 5.3L V8 RWD SLE Extended Cab Pickup	2015
GMC Sierra 1500 5.3L V8 RWD SLE Standard Cab Pickup	2015
GMC Sierra 1500 5.3L V8 RWD SLT Crew Cab Pickup	2015
GMC Sierra 1500 5.3L V8 RWD SLT Extended Cab Pickup	2015
GMC Sierra 1500 6.2L V8 4WD Denali Crew Cab Pickup	2014, 2015
GMC Sierra 1500 6.2L V8 4WD SLT Crew Cab Pickup	2014, 2015
GMC Sierra 1500 6.2L V8 4WD SLT Extended Cab Pickup	2014, 2015
GMC Sierra 1500 6.2L V8 RWD Denali Crew Cab Pickup	2014, 2015
GMC Sierra 1500 6.2L V8 RWD SLT Crew Cab Pickup	2014, 2015
GMC Sierra 1500 6.2L V8 RWD SLT Extended Cab Pickup	2014, 2015
GMC Yukon 5.3L 4WD SLE	2015
GMC Yukon 5.3L 4WD SLT	2015
GMC Yukon 5.3L RWD SLE	2015
GMC Yukon 5.3L RWD SLT	2015
GMC Yukon 6.2L 4WD DENALI	2015
GMC Yukon 6.2L RWD DENALI	2015
GMC Yukon XL 5.3L 4WD SLE	2015
GMC Yukon XL 5.3L 4WD SLT	2015
GMC Yukon XL 5.3L RWD SLE	2015
GMC Yukon XL 5.3L RWD SLT	2015
GMC Yukon XL 6.2L 4WD Denali	2015
GMC Yukon XL 6.2L RWD Denali	2015

<b>Part Number of Defective Discharge Line: 23220458</b>	
<b>Vehicles Containing Defective Part 23220458</b>	
Cadillac Escalade 4WD Base	2015, 2016
Cadillac Escalade 4WD Luxury	2015, 2016
Cadillac Escalade 4WD Platinum	2015, 2016
Cadillac Escalade 4WD Premium	2015, 2016
Cadillac Escalade RWD Base	2015, 2016
Cadillac Escalade RWD Luxury	2015, 2016
Cadillac Escalade RWD Platinum	2015, 2016
Cadillac Escalade RWD Premium	2015, 2016
Cadillac Escalade ESV 4WD Base	2015, 2016
Cadillac Escalade ESV 4WD Luxury	2015, 2016
Cadillac Escalade ESV 4WD Platinum	2015, 2016
Cadillac Escalade ESV 4WD Premium	2015, 2016
Cadillac Escalade ESV RWD Base	2015, 2016
Cadillac Escalade ESV RWD Luxury	2015, 2016
Cadillac Escalade ESV RWD Platinum	2015, 2016
Cadillac Escalade ESV RWD Premium	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD Custom Crew Cab Pickup	2016
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD Custom Extended Cab Pickup	2016
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD LS Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD LS Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD LS Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD LT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD LT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD LT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD WT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD WT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX 4WD WT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX RWD Custom Crew Cab Pickup	2016
Chevrolet Silverado 1500 4.3L V6 FLEX RWD Custom Extended Cab Pickup	2016
Chevrolet Silverado 1500 4.3L V6 FLEX RWD LS Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX RWD LS Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX RWD LS Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX RWD LT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX RWD LT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX RWD LT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX RWD WT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX RWD WT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 4.3L V6 FLEX RWD WT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD Custom Crew Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 4WD Custom Extended Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 4WD High Country Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD LS Crew Cab Pickup	2015, 2016

Chevrolet Silverado 1500 5.3L V8 4WD LS Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD LS Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD LT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD LT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD LT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD LTZ Crew Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 4WD LTZ Extended Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 4WD SSV Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD WT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD WT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 4WD WT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD Custom Crew Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD Custom Extended Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD High Country Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LS Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LS Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LS Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LTZ Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD LTZ Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD SSV Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD WT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD WT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX 4WD WT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD Custom Crew Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD Custom Extended Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD High Country Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LS Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LS Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LS Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LTZ Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD LTZ Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD SSV Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD WT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD WT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 FLEX RWD WT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD Custom Crew Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 RWD Custom Extended Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 RWD High Country Crew Cab Pickup	2015, 2016



Chevrolet Silverado 1500 5.3L V8 RWD LS Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD LS Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD LS Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD LT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD LT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD LT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD LTZ Crew Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 RWD LTZ Extended Cab Pickup	2016
Chevrolet Silverado 1500 5.3L V8 RWD SSV Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD WT Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD WT Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 5.3L V8 RWD WT Standard Cab Pickup	2015, 2016
Chevrolet Silverado 1500 6.2L V8 4WD High Country Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 6.2L V8 4WD LTZ Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 6.2L V8 4WD LTZ Extended Cab Pickup	2015, 2016
Chevrolet Silverado 1500 6.2L V8 RWD High Country Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 6.2L V8 RWD LTZ Crew Cab Pickup	2015, 2016
Chevrolet Silverado 1500 6.2L V8 RWD LTZ Extended Cab Pickup	2015, 2016
Chevrolet Suburban 4WD LS	2015, 2016
Chevrolet Suburban 4WD LT	2015, 2016
Chevrolet Suburban 4WD LTZ	2015, 2016
Chevrolet Suburban RWD LS	2015, 2016
Chevrolet Suburban RWD LT	2015, 2016
Chevrolet Suburban RWD LTZ	2015, 2016
Chevrolet Tahoe 4WD LS	2015, 2016
Chevrolet Tahoe 4WD LT	2015, 2016
Chevrolet Tahoe 4WD LTZ	2015, 2016
Chevrolet Tahoe 4WD PPV	2015, 2016
Chevrolet Tahoe 4WD SSV	2015, 2016
Chevrolet Tahoe RWD LS	2015, 2016
Chevrolet Tahoe RWD LT	2015, 2016
Chevrolet Tahoe RWD LTZ	2015, 2016
Chevrolet Tahoe RWD PPV	2015, 2016
GMC Sierra 1500 4.3L V6 FLEX 4WD Base Crew Cab Pickup	2015, 2016
GMC Sierra 1500 4.3L V6 FLEX 4WD Base Extended Cab Pickup	2015, 2016
GMC Sierra 1500 4.3L V6 FLEX 4WD Base Standard Cab Pickup	2015, 2016
GMC Sierra 1500 4.3L V6 FLEX 4WD SLE Crew Cab Pickup	2015, 2016
GMC Sierra 1500 4.3L V6 FLEX 4WD SLE Extended Cab Pickup	2015, 2016
GMC Sierra 1500 4.3L V6 FLEX 4WD SLE Standard Cab Pickup	2015, 2016
GMC Sierra 1500 4.3L V6 FLEX RWD Base Crew Cab Pickup	2015, 2016
GMC Sierra 1500 4.3L V6 FLEX RWD Base Extended Cab Pickup	2015, 2016
GMC Sierra 1500 4.3L V6 FLEX RWD Base Standard Cab Pickup	2015, 2016
GMC Sierra 1500 4.3L V6 FLEX RWD SLE Crew Cab Pickup	2015, 2016
GMC Sierra 1500 4.3L V6 FLEX RWD SLE Extended Cab Pickup	2015, 2016

GMC Sierra 1500 4.3L V6 FLEX RWD SLE Standard Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 4WD Base Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 4WD Base Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 4WD Base Standard Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 4WD Denali Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 4WD SLE Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 4WD SLE Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 4WD SLE Standard Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 4WD SLT Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 4WD SLT Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD Base Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD Base Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD Base Standard Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD Denali Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD SLE Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD SLE Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD SLE Standard Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD SLT Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX 4WD SLT Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD Base Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD Base Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD Base Standard Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD Denali Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD SLE Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD SLE Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD SLE Standard Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD SLT Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 FLEX RWD SLT Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 RWD Base Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 RWD Base Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 RWD Base Standard Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 RWD Denali Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 RWD SLE Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 RWD SLE Extended Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 RWD SLE Standard Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 RWD SLT Crew Cab Pickup	2015, 2016
GMC Sierra 1500 5.3L V8 RWD SLT Extended Cab Pickup	2015, 2016
GMC Sierra 1500 6.2L V8 4WD Denali Crew Cab Pickup	2015, 2016
GMC Sierra 1500 6.2L V8 4WD SLT Crew Cab Pickup	2015, 2016
GMC Sierra 1500 6.2L V8 4WD SLT Extended Cab Pickup	2015, 2016
GMC Sierra 1500 6.2L V8 RWD Denali Crew Cab Pickup	2015, 2016
GMC Sierra 1500 6.2L V8 RWD SLT Crew Cab Pickup	2015, 2016
GMC Sierra 1500 6.2L V8 RWD SLT Extended Cab Pickup	2015, 2016
GMC Yukon 5.3L 4WD SLE	2015, 2016

GMC Yukon 5.3L 4WD SLT	2015, 2016
GMC Yukon 5.3L RWD SLE	2015, 2016
GMC Yukon 5.3L RWD SLT	2015, 2016
GMC Yukon 6.2L 4WD DENALI	2015, 2016
GMC Yukon 6.2L RWD DENALI	2015, 2016
GMC Yukon XL 5.3L 4WD SLE	2015, 2016
GMC Yukon XL 5.3L 4WD SLT	2015, 2016
GMC Yukon XL 5.3L RWD SLE	2015, 2016
GMC Yukon XL 5.3L RWD SLT	2015, 2016
GMC Yukon XL 6.2L 4WD Denali	2015, 2016
GMC Yukon XL 6.2L RWD Denali	2015, 2016



# Exhibit B

## SELECT VEHICLE FEATURES

### SUBURBAN LS

5.3L EcoTec3 V8 engine with Active Fuel Management, Direct Injection and Variable Valve Timing

6-speed automatic transmission with Tow/Haul mode

Automatic locking rear differential<sup>1</sup>

Autotrac<sup>®</sup> single-speed active transfer case (4WD)

Electric Power Steering

4-wheel disc brakes with Duralife<sup>™</sup> brake rotors

Frontal and side-impact air bags<sup>2</sup> for driver and front passenger, driver inboard seat-mounted side-impact Front Center Air Bag (requires front bucket seats) and head-curtain side-impact air bags

OnStar Directions & Connections<sup>®</sup> Plan<sup>3</sup> standard for the first six months

Power-programmable door locks with lockout protection

Projector-beam headlamps

Daytime running lamps with automatic exterior lamp control

LED taillamps

Outside heated power-adjustable, manual-folding body-color mirrors with driver spotter mirror

Rear vision camera

Rear Park Assist

Intermittent front wipers with Rainsense<sup>®</sup>

Intermittent rear wiper with washer

Black assist steps

18" aluminum wheels with high-polished finish

AM/FM/HD Radio<sup>®</sup> with 4.2-inch diagonal color display, CD player and auxiliary input jack, includes 2 USB ports<sup>4</sup> and SD card reader

SiriusXM Satellite Radio<sup>5</sup> All Access Package with 3-month trial subscription

Bluetooth<sup>®</sup> wireless technology<sup>6</sup> for select phones

Steering wheel-mounted audio and cruise controls and Driver Information Center controls

Tri-zone automatic climate control with individual climate settings for driver, right-front passenger and rear passengers

Electronic cruise control with Set and Resume Speed

Driver Information Center (DIC) with 4.2-inch diagonal multifunction color display

Interior lighting: Dome light, driver- and passenger-side door switch lighting with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry lighting, and map lights in first and second rows

8 charging locations including a 110-volt power outlet, 2 USB ports,<sup>4</sup> and 5 12-volt auxiliary power outlets

### SUBURBAN LS (CONTINUED)

Remote Keyless Entry

Remote vehicle starter system

Leather-wrapped steering wheel

Floor console with storage area, cup holders, SD card reader and auxiliary input jack

Overhead console with conversation mirror

First- and second-row carpeted floor mats

Fold-flat second- and third-row seats

Underfloor storage with Cargo Management System in rear cargo area

Electric rear-window defogger

Power windows with express-down, express-up for driver and front passenger

Trailer equipment: Trailing hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver

### SUBURBAN LT In addition to or replacing LS features, LT includes:

Forward Collision Alert

Lane Departure Warning

Safety Alert Seat

Programmable power liftgate

Chevrolet MyLink<sup>7</sup> Radio with 8-inch diagonal color touch-screen display, Bluetooth audio streaming<sup>6</sup> and AM/FM/HD Radio with CD player, includes 5 USB ports,<sup>4</sup> SD card reader and auxiliary input jack

Bose<sup>®</sup> premium 9-speaker system with subwoofer in center console

Leather-appointed front bucket seats with heated seat cushions and seatbacks

Power-adjustable pedals with memory presets

10-way power driver and passenger seats with 6-way power cushions, 2-way power lumbar control and power recline; driver seat 2-position memory

Manual tilt and telescoping steering column

Inside rearview auto-dimming mirror

11 charging locations including a 110-volt power outlet, 5 USB ports,<sup>4</sup> and 5 12-volt auxiliary power outlets

Universal Home Remote

### SUBURBAN LTZ In addition to or replacing LT features, LTZ includes:

Magnetic Ride Control suspension

Side Blind Zone Alert with Lane Change Alert

Rear Cross Traffic Alert

Front and Rear Park Assist

High-intensity discharge (HID) headlamps

Foglamps

LED daytime running lamps

Outside heated power-adjustable power-folding mirrors with integrated turn signal indicators and ground illumination

Auto-dimming outside driver-side mirror

Body-color bodyside moldings

20" polished-aluminum wheels

Bose<sup>®</sup> Centerpoint<sup>®</sup> Surround Sound premium 10-speaker system

Keyless Entry with Push-Button Start

Power tilt and telescoping steering column

Heated steering wheel

Perforated leather-appointed seats

Heated and cooled front bucket seats with 12-way power adjusters

Heated second-row bucket seats with power release

Power-folding 60/40 split-bench third-row seat

<sup>1</sup> Late availability planned on LS. <sup>2</sup> Always use safety belts and the correct restraint for your child's age and size. Even in vehicles equipped with the Passenger Sensing System, children are safer when properly secured in a rear seat in the appropriate infant, child or booster seat. Never place a rear-facing infant restraint in the front seat of any vehicle equipped with a passenger air bag. See the Owner's Manual and the child safety seat instructions for more safety information. <sup>3</sup> Visit [onstar.com](http://onstar.com) for coverage map, details and system limitations. Services vary by model and conditions. <sup>4</sup> Not compatible with all devices. <sup>5</sup> For more information about Travel Link, visit [siriusxm.com/travellink](http://siriusxm.com/travellink). XM satellite service is available only in the 48 contiguous United States and D.C. <sup>6</sup> Go to [gmttotalconnect.com](http://gmttotalconnect.com) to find out which phones are compatible with the vehicle. <sup>7</sup> Full functionality requires compatible Bluetooth and smartphone, and USB connectivity for some devices.



# Exhibit C

**TECHNOLOGY**



Suburban LTZ interior in Cocoa/Dune with available features.

# Exhibit D

Document ID: 4200089

## #PIE0340: Engineering Information – A/C Inoperative or Poor Performance on Recent Built Vehicles - (May 29, 2015)

**Subject: Engineering Information – A/C Inoperative or Poor Performance on Recent Built Vehicles**

**Models: 2015 Cadillac Escalade  
2015 Chevrolet Silverado 1500, Suburban, Tahoe  
2015 GMC Sierra 1500, Yukon**



**Attention: Proceed with this EI ONLY if the customer has commented about this concern AND the PIE number is listed in the Global Warranty Management / Investigate History link (GWM/IVH). If the customer has not commented about this condition or the EI does not show in GWM/IVH, disregard the PI and proceed with diagnostics found in published service information. THIS IS NOT A RECALL – refer to the latest version of Service Bulletin 04-00-89-053 for more details on the use of Engineering Information bulletins.**

### Condition

**Important:** If the customer did not bring their vehicle in for this concern, DO NOT proceed with this EI.

Some customers may comment on the A/C not performing as intended or the A/C not performing at all. This may also be noticed during Pre-Delivery Inspection (PDI) of a vehicle.

Technicians may find no issue and recharge the A/C system.

**Important:** Do not recharge the A/C until the below information is verified.

### Cause

GM Engineering is attempting to determine the root cause of the above condition. Engineering has a need to gather information on vehicles PRIOR to repair that may exhibit this condition. As a result, this information will be used to "root cause" the customer's concern and develop/validate a field fix.

### Instructions

If you encounter a vehicle with the above concern, follow the procedure below:

1. Verify that the vehicle build date is within 90 days of being built or that the vehicle has had warranty work during this period, and that there was No Trouble Found (NTF) with the A/C and is returning.
2. Before connecting gauges, verify that both charge port caps are attached and tight.
3. After removing charge port caps, inspect charge port seals for any damage or abnormalities.
4. Inspect charge port valves for signs of dye or bubbles.
5. Attach gauge to low port only.
6. Attach Scan Tool to DLC connector.
7. Check for DTCs.
  - Important:** If any A/C related DTCs arise, this EI need not be followed further. Continue with normal diagnosis referring to SI.
8. Validate system charge on low side.
  - Note:** Ambient temperature must be over 70°F and gauge pressure without compressor operation above 70 psi.
9. If 50 psi or below, recover and recharge.
10. If low, no charge, and no DTC after charge, attempt to locate the leak with electronic leak detector and document the following regarding the detector and Recovery Machine used:
  - Make/Model
  - SAE Spec
11. If no leak is found, activate the A/C system and run for 20 minutes.
12. After a 20 minute run time, shut down and inspect for refrigerant dye with approved UV light. Document the following regarding the UV light used:
  - Make
  - Type of light used

If a leak is found, document on the Repair Order (RO) and this EI need not be followed further. Continue with normal diagnosis referring to SI.

If system is charged, running, and no leak is found, contact one of the engineers listed below.

### Contact Information

Engineer Name	Phone Number
Jim Resutek	586-859-9509
Todd Irwin	248-978-7948

Please include the following information if leaving a message:

- Technician name
- Dealer name and phone number
- Complete VIN and repair order (R.O) number

On the repair order, document the date and time the call was placed (even if the engineer was not reached).

If engineering is unable to return the call within one hour, proceed with diagnosis and repair based on information found in SI.

### Warranty Information

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If engineer was contacted or required information was provided, use:

Labor Operation	Description	Labor Time
4480328*	Engineering Information – A/C Poor Performance and Diagnosis	1.2 hrs
*This is a unique Labor Operation for bulletin use only. It will not be published in the Labor Time Guide.		

GM bulletins are intended for use by professional technicians, NOT a "do-it-yourselfer". They are written to inform these technicians of conditions that may occur on some vehicles, or to provide information that could assist in the proper service of a vehicle. Properly trained technicians have the equipment, tools, safety instructions, and know-how to do a job properly and safely. If a condition is described, DO NOT assume that the bulletin applies to your vehicle, or that your vehicle will have that condition. See your GM dealer for information on whether your vehicle may benefit from the information.



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# Exhibit E



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Search by Part Number or Keywords



[My Cart](#)

[Home](#) > 23141861

[Parts Question Guide](#)

**TIP** Check if this part fits your vehicle, [CLICK HERE](#).

**GM Part No.: 23141861**  
**CONDENSER**

Discontinued Part

**Part Info**

Part No.	23141861
Part Description	CONDENSER
Replaced By	84211191
Manufacturer	GM. This genuine GM part is guaranteed by GM's factory warranty.
Manufacturer's Notes	This part is discontinued. It is no longer available for purchase.

**Related Parts**

[Shop for related parts](#)

Genuine GM Parts	Genuine GM Parts	Genuine GM Parts	Genuine GM Parts	Genuine GM Parts	Genuine GM Parts
HOSE, A/C Compressor and...	HOSE, A/C Compressor Suction...	RECEIVER & DEHYDRATOR, A/C...	RETAINER, Transmission Oil Cooler	SEAL, A/C Refrigerant Lines(Fitting...	SENSOR, A/C Electric Temperature...

[View More](#)

**Part Fitment**

Make	Model	Year	Engine	Important vehicle option details
Cadillac	Escalade	2015-2017	8 Cyl 6.2L	1500 4 DOOR, 1500 4 DOOR SUV, 1500 4 ...
Chevrolet	Silverado	2014-2017	6 Cyl 4.3L, 8 Cyl 5.3L, 8 Cyl 6.2L	1500 CREW CAB, 1500 CREW CAB STAN...
Chevrolet	Suburban	2015-2017	8 Cyl 5.3L, 8 Cyl 6.0L Flex	1500 4 DOOR UTILITY, 3500 4 DOOR UTILI...
Chevrolet	Tahoe	2015-2017	8 Cyl 5.3L, 8 Cyl 6.2L	1500 4 DOOR UTILITY
GMC	Sierra	2014-2017	6 Cyl 4.3L, 8 Cyl 5.3L, 8 Cyl 6.2L	1500 CREW CAB STANDARD BOX, 1500 D...
GMC	Yukon	2015-2017	8 Cyl 5.3L, 8 Cyl 6.2L	1500 4 DOOR, 1500 4 DOOR SUV, 1500 4 ...

**Genuine GM Parts, the Right Choice**

Your vehicle deserves only genuine GM parts. To ensure reliability, purchase GM 23141861 CONDENSER. Our parts and accessories are shipped directly from authorized GM dealers and backed by the manufacturer's warranty. OEM parts are the best for restoring your vehicle to factory condition performance. This part fits GM Cadillac [Escalade](#). It fits Chevrolet [Silverado](#), [Suburban](#), [Tahoe](#). It also fits GMC [Sierra](#), [Yukon](#).

Website Info	Policies	Tools	Links	Payment Options
<ul style="list-style-type: none"> <li>About Us</li> <li>Contact Us</li> <li>Help Center</li> </ul>	<ul style="list-style-type: none"> <li>Sales Policy</li> <li>GM Warranty</li> <li>Return Policy</li> <li>Privacy Policy</li> <li>International Policy</li> </ul>	<ul style="list-style-type: none"> <li>My Account</li> <li>Track Order</li> <li>Shopping Cart</li> </ul>	<ul style="list-style-type: none"> <li>GM Accessories</li> <li>Site Map</li> </ul>	<p>Follow Us:</p>

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# Exhibit F

Original Design with Muffler:  
GM #22777831  
ACDelco 15-34604



Design with Muffler and Reinforced Rubber Hose:  
GM #23438932  
ACDelco 15-34670



Design without Muffler and with Reinforced Rubber Hose:  
GM #23220458  
ACDelco 15-34718



GM and parts retailers generally refer to both #22777831 and #23438932 as the “first design, with muffler” and #23220458 as the “second design, without muffler.”

Discharge hose, Part # 22777831


**GM MY GM PARTS STORE**  
630 Scenic Highway, Lawrenceville, GA 30046 | 678-825-1316 | parts@nashchevy.com

VEHICLE CATEGORY Search


Home > 22777831

CONTINUE SHOPPING

**THIS PRODUCT HAS BEEN REPLACED BY**

 A/C Refrigerant Discharge Hose. AC HOSES, DISCHARGE HOSE, Discharge line. **\$76.42**  
Part Number: **23438932**  
1st Design: Incl.Muffler  
Cadillac; Chevrolet; CHEVROLET TRUCKS; GMC; GMC TRUCKS

**SHOP WITH CONFIDENCE**

 22777831

Please contact our customer service department with questions:

- 678-825-1316
- Email Us
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PRINT THIS PRODUCT  
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**DEALER REVIEWS**

DIAGRAMS AND KITS

Hoses

CONDENSER, COMPRESSOR & LINES, AIR CONDITIONER & HEATER. Fits: Escalade, Tahoe, Yukon

**GM MY GM PARTS STORE**  
630 Scenic Highway, Lawrenceville, GA 30046 | 678-825-1316 | parts@nashchevy.com

VEHICLE CATEGORY Search

Home > 23220458 > CONDENSER, COMPRESSOR & LINES, AIR CONDITIONER & HEATER.

CONTINUE SHOPPING



**CONDENSER, COMPRESSOR & LINES, AIR CONDITIONER & HEATER.**

ADD ALL TO CART

Showing Genuine Parts that fit your: Change Vehicle

1	A/C Condenser. CONDENSER, Condenser assy., Incl.A/C Receiver D... Incl.A/C Receiver Drier.	23141861	\$304.80 <b>\$219.46</b>	1	
2	A/C Receiver Drier, Dehydrator, DRIER. Part included with condenser assembly..	22996648	\$91.46 <b>\$54.88</b>	1	
3	Incl.A/C Compressor Clutch.	AL241172	<b>\$279.52</b>	1	
4	A/C Compressor Bracket, Alternator Bracket, Compressor assy bra... Part included with condenser assembly..	12626078	\$61.61 <b>\$42.14</b>	1	
5	A/C Compressor Clutch, CLUTCH, Clutch & pulley, Clutch assy. Part included with compressor assembly..	22986662	\$190.26 <b>\$114.16</b>	1	
6	A/C Refrigerant Discharge Hose, AC HOSES, DISCHARGE HOSE, Discharge line. 2nd Design; Discharge line; Exc.Muffler	23220458	\$126.82 <b>\$76.09</b>	1	
6	A/C Refrigerant Discharge Hose, AC HOSES, DISCHARGE HOSE, Discharge line., 1st Design; Incl.Muffler	23438932	\$127.36 <b>\$76.42</b>	1	

# Exhibit G

# 4812852 Discharge Hose



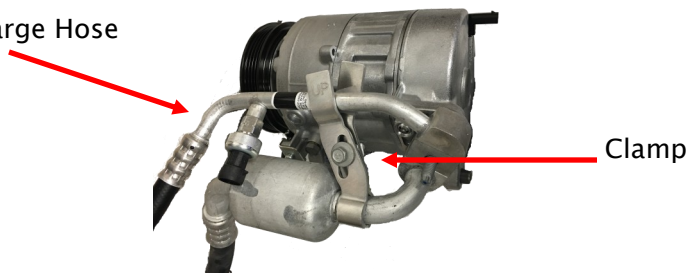
The 2014–2016 Chevrolet Silverado, 2015–2016 Chevrolet Suburban, Chevrolet Tahoe, 2015–2016 Cadillac Escalade, 2014–2016 GMC Sierra & Sierra Denali, 2015 & 2016 GMC Yukon & Yukon Denali are fitted with a new style 7SAS17C control valve compressor. These are different from the 10S20F style we have been used too on earlier 2000–2014 GM trucks.

While there is a totally different procedure with diagnosing control valve compressors (refer to gpd tech tip #9), these specific vehicles have an issue with the OE discharge line.

Currently, the OE discharge line is experiencing difficulties and is cracking due to vibration at the bend of the hose. The OE repair is to replace the discharge line with Delco #15–34651, which has been modified, and to add a clamp between the new discharge line and the suction line (GM #23264893)

### OE Replacement Design

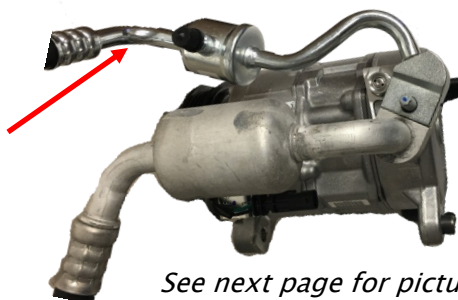
Delco Discharge Hose



Clamp

gpd has redesigned the discharge hose (gpd #4812852) to make it more durable and will not interfere with other components of the system. Instead of aluminum, gpd uses steel. The hose is a direct replacement that will not require any brackets or modifications to the original design.

gpd Discharge Hose



*See next page for pictures and instructions:*

Manufacturer names, logos and part numbers are for reference only. All prices, taxes and availability are subject to change without notice. This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this document in error, please delete it immediately. Note that any views or opinions presented in this document are solely those of the author. Any unauthorized review, use, disclosure or distribution is prohibited. GPD accepts no liability for any damage caused by any virus or other means transmitted by this document.



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# Tech Tip

# 4812852 Discharge Hose

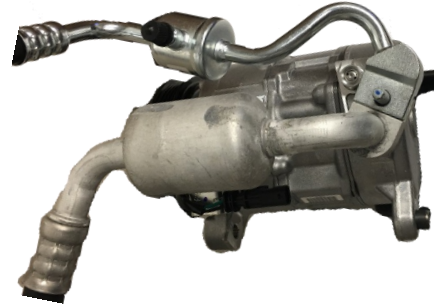


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## Tech Tip



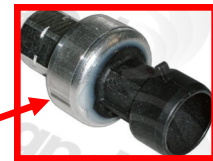
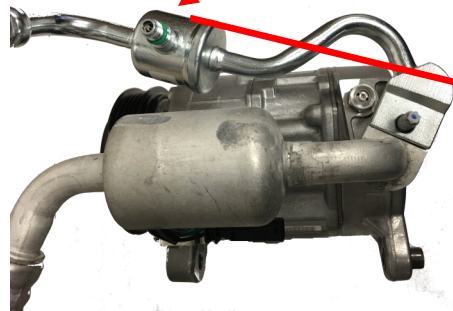
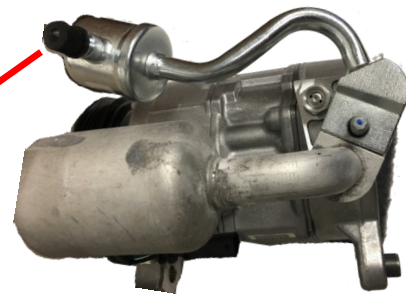
Ensure the system is clean and free of debris. Ensure that the new sealing washers are used on the suction line before fitting the discharge line with new sealing washes on top. These can be found in the rapid seal kit #1321337.



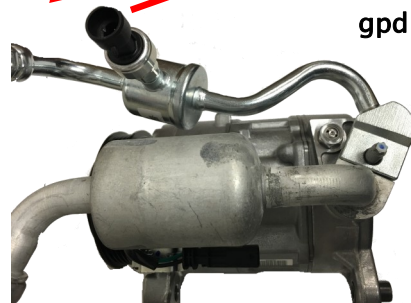
Place gpd discharge hose #4812852 on top of the suction hose. As these are held down with only one bolt, ensure they interlink correctly and tighten bolt using manufacturer's specifications.

gpd has retained the muffler to keep the system quiet. Use either the old transducer from the old discharge line or if damaged, use gpd transducer #1711513 on the new discharge line.

Remove the cap on the port located on the muffler. Screw on the transducer and connect the electrical plug.



gpd #1711513





# Exhibit H

Document ID: 3996395

## #PIT5331: Low A/C Refrigerant Level (Compressor To Condenser Line) - (Oct 6, 2014)

**Subject: Low A/C Refrigerant Level (Compressor To Condenser Line)**

**Models: 2015 Cadillac Escalade Models**

**2014 - 2015 Chevrolet Silverado 1500**

**2015 Chevrolet Suburban, Tahoe**

**2014 - 2015 GMC Sierra 1500**

**2015 GMC Yukon Models**

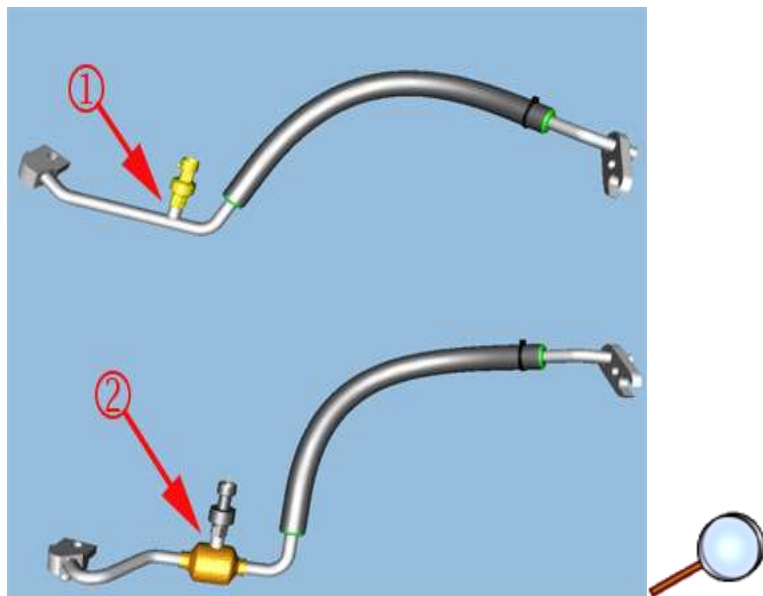
**For the 2015 models listed, this ONLY applies to early built 2015 models which have a muffler in the compressor to condenser line**



The following diagnosis might be helpful if the vehicle exhibits the symptom(s) described in this PI.

### Condition/Concern

**Note:** This information applies to all 2014 models and early built 2015 models which have a muffler in the compressor to condenser line (2). Shown below are pictures of the compressor to condenser line with the muffler (2) and without a muffler (1).



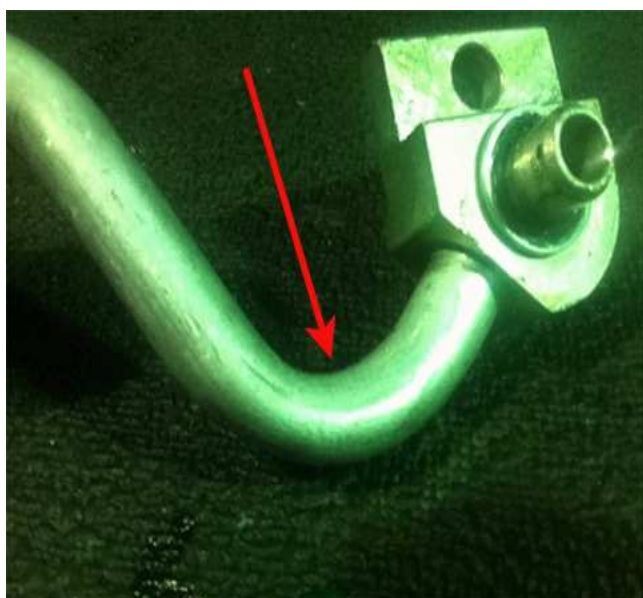
Some owners may comment that the a/c is blowing warm.

When checking the refrigerant level, it may be noticed that it is very low/empty.

If, after performing normal diagnostics and the source of the leak is either not found, or it is found at/near the rear of the compressor, it may be caused by a small crack in the compressor to condenser line.

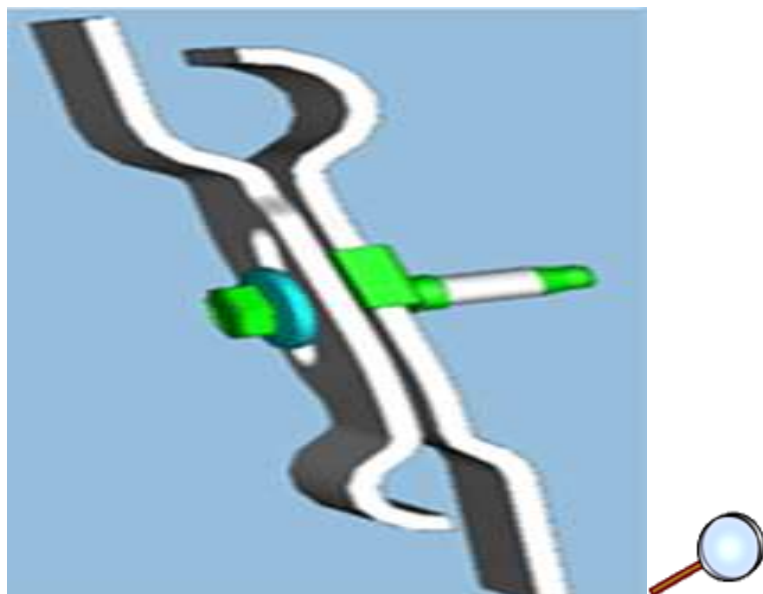
The compressor to condenser line may have a small crack or pin hole located at the inside radius of the first bend near the compressor, as shown below.

If the a/c line cracks, it may spray oil and refrigerant onto the a/c compressor, making the source of the leak very hard to identify.

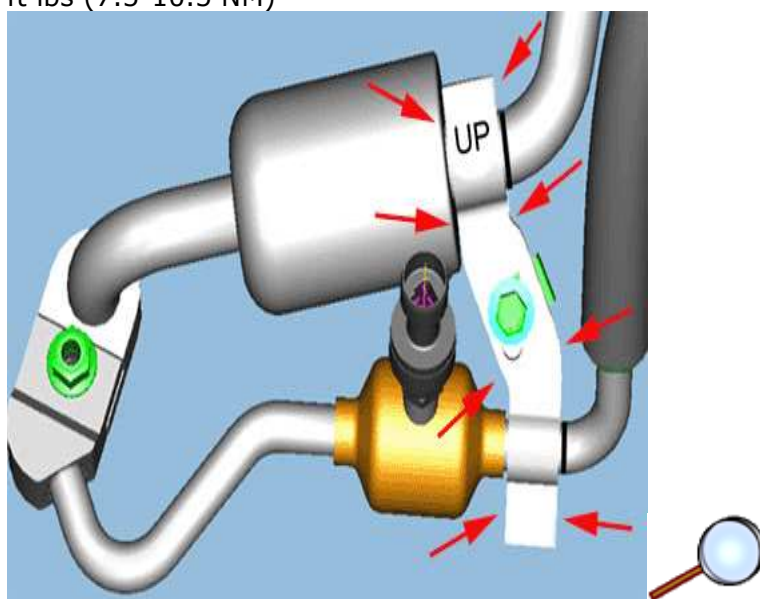


**Recommendation/Instructions**

To repair this condition and prevent it from reoccurring, replace the compressor to condenser line and install the line bracket shown below.



1. Replace the a/c compressor to condenser line, GM part number 23438932 following the appropriate SI replacement procedure.
2. Install line bracket part number 23264893 as shown below and torque bracket bolt to 5.5 - 8 ft lbs (7.5-10.5 NM)



3. Recharge refrigerant system to proper charge level: Utilities to NEW SPEC of 2.02 lbs (920g) (for more info see latest version of PIT5292) and Pick Up Trucks to 1.32 lbs (600g)
4. Leak test system and verify proper operation.

**Parts Information**

Part Number	Description	Qty
23438932	HOSE ASM-A/C CNDSR	1
23264893	BRACKET ASM-A/C CMPR & CNDSR HOSE	1

**Warranty Information**

For vehicles repaired under warranty use:

<b>Labor Operation</b>	<b>Description</b>	<b>Labor Time</b>
4415010	Air Conditioning Compressor Hose Replacement	Use Published Labor Operation Time

**ADDITIONAL SI KEYWORDS:**

HVAC dye hot

Please follow this diagnostic or repair process thoroughly and complete each step. If the condition exhibited is resolved without completing every step, the remaining steps do not need to be performed.

GM bulletins are intended for use by professional technicians, NOT a "do-it-yourselfer". They are written to inform these technicians of conditions that may occur on some vehicles, or to provide information that could assist in the proper service of a vehicle. Properly trained technicians have the equipment, tools, safety instructions, and know-how to do a job properly and safely. If a condition is described, DO NOT assume that the bulletin applies to your vehicle, or that your vehicle will have that condition. See your GM dealer for information on whether your vehicle may benefit from the information.



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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [GM Iced with Class Action Over Allegedly Defective Air Conditioning Systems](#)

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