

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION

JOSE IGNACIO RAMIREZ  
HERNANDEZ, KAYLA M. TRAHAN,  
JAMES M. ALECXIH, and HUGO R.  
MONTES-GRANADOS, individually  
and on behalf of all others similarly  
situated,

*Plaintiffs,*

v.

GENERAL MOTORS LLC,

*Defendant.*

Civil Action No.: 2:25-cv-00085-RWS

Complaint – Class Action

Jury Trial Demanded

**FIRST AMENDED COMPLAINT**

Jose Ignacio Ramirez Hernandez, Kayla M. Trahan, James M. Alecxih, and Hugo R. Montes-Granados individually and on behalf of all others similarly situated, sue General Motors LLC for designing, manufacturing, marketing, and selling 2019–2024 model-year vehicles equipped with the 6.2L V8 L87 engine. GM has confirmed that the vehicles are defective and unsafe:

**Safety Recall**

N252494001 L87 Engine Loss of Propulsion



General Motors has decided that a **defect** which relates to motor vehicle **safety** may exist in certain 2021–2024 model year Cadillac Escalade and Escalade ESV, Chevrolet Silverado 1500, Suburban, and Tahoe, and GMC Sierra 1500, Yukon, and Yukon XL vehicles equipped with the 6.2L V8 gas engine (RPO L87). The connecting rod and/or crankshaft engine components in these vehicles may have **manufacturing defects** that can lead to engine damage and engine failure. If the engine fails during vehicle op-

eration, the vehicle will lose propulsion, *increasing the risk of a crash*.<sup>1</sup>

Plaintiffs and the proposed class assert claims for breaches of express warranties and the implied warranty of merchantability. They seek class certification and damages including diminution in value and loss of use. They demand a jury trial.

### Introduction

1. GM's 6.2L V8 L87 engine is dangerously defective and has no resale value. One engine failed after four miles of driving. Other consumers have experienced "sudden and catastrophic" engine failures shortly after buying vehicles GM equipped with the engine. Others have had the defective engine repaired only to have the repaired engine fail. The problem is so widespread that GM has been telling service centers, in effect, that it doesn't have enough parts to fix all the broken engines. This has left consumers stranded with little reason to believe that GM will fix the problem. And no one wants an automobile with a defective engine.

2. GM incorporated the defective engine in the 2019–2024 Chevrolet Silverado 1500, 2021–2024 Chevrolet Tahoe, 2021–2024 Chevrolet Suburban, 2019–2024 GMC Sierra 1500, 2021–2024 GMC Yukon, 2021–2024 GMC Yukon XL, 2021–2024 Cadillac Escalade, and 2021–2024 Cadillac Escalade ESV ("class vehicles"). So far, GM has sold nearly 1 million class vehicles.

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<sup>1</sup> Ex. 1, GM, *Safety Recall N252494001 L87 Engine Loss of Propulsion* (Apr. 2025) (emphasis added).

3. GM describes the common problems affecting the class vehicles as manufacturing defects that increase the risk of a crash:

**Q2) What is the issue or condition?**

**A2)** The connecting rod and/or crankshaft engine components in these vehicles may have manufacturing defects that can lead to engine damage and engine failure. ...

**Q5) What is the safety risk? Is the vehicle safe to drive?**

**A5)** ... If the engine fails during vehicle operation, the vehicle will lose propulsion, increasing the risk of a crash.<sup>2</sup>

4. The class vehicles are subject to complete failure with little or no warning. Repairs are time-consuming and often fruitless. The repaired engines also frequently fail. The result for owners is substantial diminution in value and loss of use. Plaintiffs and the proposed class paid more for the class vehicles than they would have paid if they'd known the vehicles were equipped with a defective engine. Plaintiffs' claims are typical of the class: they bought class vehicles, and the engine in those vehicles failed within the warranty period. Plaintiffs could not use the vehicles for months while GM tried to fix the engines.

### **Parties, Jurisdiction & Venue**

5. Plaintiff Jose Ignacio Ramirez Hernandez is an adult U.S. citizen and a citizen of the State of Georgia.

6. Plaintiff Kayla M. Trahan is an adult U.S. citizen and a citizen of the State of Georgia.

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<sup>2</sup> Ex. 2, GM, *Frequently Asked Questions (FAQs) for Safety Recall N252494001 L87 Engine Loss of Propulsion* (Apr. 2025).

7. Plaintiff James M. Alexih is an adult U.S. citizen and a citizen of the State of Georgia.

8. Plaintiff Hugo R. Montes-Granados is an adult U.S. citizen and a citizen of the State of Texas.

9. Defendant General Motors LLC is a Delaware limited liability company with its principal place of business in Michigan. (General Motors Company owns 100% of General Motors Holdings LLC which owns 100% of General Motors LLC. All these entities were incorporated or organized in Delaware, and all have their principal place of business in Michigan.) General Motors LLC is registered to do business in Georgia and may be served with process through its registered agent: CSC Networks, Inc., 407 East Maple Street, Suite 204, Cumming, Georgia 30040. The Court has general personal jurisdiction over General Motors LLC.<sup>3</sup> Even if the Court lacked general jurisdiction, it certainly has specific jurisdiction.<sup>4</sup> GM does substantial business in Georgia, and the claims here arise from or relate to the business GM does in Georgia.

10. GM is responsible for the design, manufacture, distribution, marketing, and sale of all GM vehicles in the U.S., including the class vehicles.

11. The Court has subject-matter jurisdiction under 28 U.S.C. § 1331 because the complaint makes a federal statutory claim. The Court also has

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<sup>3</sup> See *Mallory v. Norfolk S. Ry.*, 600 U.S. 122 (2023); *Cooper Tire & Rubber Co. v. McCall*, 312 Ga. 422 (2021).

<sup>4</sup> See *Ford Motor Co. v. Mont. 8th Jud. Dist. Ct.*, 592 U.S. 351, 359 (2021).

subject-matter jurisdiction under § 1332(d) because there are at least 100 potential class members, the amount in controversy exceeds \$5 million (exclusive of interest and costs), and at least one class member is a citizen of a state different from that of any defendant. The Court has supplemental jurisdiction over Plaintiffs’ and the class members’ state-law claims under § 1367.

12. Venue is proper in this district and division under 28 U.S.C. § 1391 and Local Rules 3.1(B)(2)–(3) because at least one plaintiff bought a defective vehicle here and experienced engine failure here. GM also maintains its Georgia registered agent in this district and division.

### Factual Background

13. In 2019, GM introduced the 6.2L gasoline V8 L87 engine to replace its predecessor, the L86.<sup>5</sup> GM touts that the engine is “buil[t] upon the previous 6.2L L86 with Integral components for Automatic Start/Stop capability and available Dynamic Fuel Management (DFM) for even greater efficiency.”



GM full size truck L87 engine shown

14. GM markets class vehicles equipped with the engine as “rugged” and “reliable” workhorses.<sup>6</sup> Its marketing targets everyone from “daily driv-

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<sup>5</sup> Lewin Day, *GM’s 6.2-Liter V8 Is Seizing Up At Highway Speeds And Leaving Owners Stranded*, TheAutopian.com (Jan. 20, 2025), available at <https://tinyurl.com/4t747p59>.

<sup>6</sup> *E.g.*, Cassie Gould, *2022 Chevrolet Silverado 1500 LTD: Rugged, Reliable, and Feature-Packed Pickup* (Dec. 24, 2024), available at <https://tinyurl.com/34rh6zxb>.

er[s]” to “hardworking professionals” and “adventure seekers.”<sup>7</sup> It has claimed that Chevrolets are the most “reliable” vehicles on the market.<sup>8</sup> Gm calls the Cadillac Escalade “The Epitome of Reliability,” “[m]eticulously engineered with high-quality materials” and “designed to deliver consistent performance, year after year.”<sup>9</sup> And GMC trucks, GM says, are known for their “exceptional reliability.”<sup>10</sup>

15. But people who bought class vehicles started having engine failures and dozens lodged complaints with the National Highway Traffic Safety Administration.<sup>11</sup> Customer complaints include “a bearing failure that may result in either engine seizure or breaching of the engine block by the connecting rod.”<sup>12</sup>

16. For consumers, the engine failures are unpredictable: “there is no detectability prior to the failure.”<sup>13</sup> And these engine failures create, as the Administration put it, “an increased risk of a crash resulting in injury and/or property damage.”<sup>14</sup>

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<sup>7</sup> *Id.*

<sup>8</sup> George Levy, *Chevy Pulls Commercial Claiming Superior Reliability*, Car and Driver (Jan. 18, 2019), available at <https://tinyurl.com/42498ec8>.

<sup>9</sup> Harrison Elder, *The Cadillac Escalade in Tustin: Reliability and Safety Redefined*, Tustin Cadillac (Jan. 2, 2024), available at <https://tinyurl.com/5cmkxmw>.

<sup>10</sup> Imperial Valley GMC, *GMC Longevity: Are GMC Trucks Reliable for the Long Haul?*, (June 20, 2024), available at <https://tinyurl.com/4jxa4vku>.

<sup>11</sup> See Ex. 3, *ODI Resume*, Investigation No. PE25001.

<sup>12</sup> *Id.*

<sup>13</sup> *Id.*

<sup>14</sup> *Id.*

17. The risk is real, and GM has either been unwilling or unable to repair class vehicles. For instance, one consumer reported that his 2021 Yukon XL equipped with the defective engine failed on the highway in November 2024 with just 35,000 miles on the odometer. GM reportedly replaced the engine, but the replacement engine failed too, again on a highway. The replacement engine then failed a third time, yet again on the highway. As the consumer put it, “this vehicle is not safe at all,” and on “these three occasions I have been lucky not to be hit.”<sup>15</sup>

18. Another customer also had a class vehicle fail on the highway, and GM took two months to repair it. The service manager and mechanic said, “there was a refinement to the wrist pin retaining clip design to prevent the connecting rod from ... causing the failure.”<sup>16</sup>

19. GM has known that the class vehicles’ engines are defective since at least 2019. But the company managed to keep it quiet until recently.

20. On January 16, 2025, however, the Administration began investigating engine failures in class vehicles. Some 877,710 vehicles have the same engine and, according to the Administration, the same defect.

21. Since then, there have been “more than a thousand complaints” of “sudden and catastrophic [engine] failure.”<sup>17</sup> This is “a major quality con-

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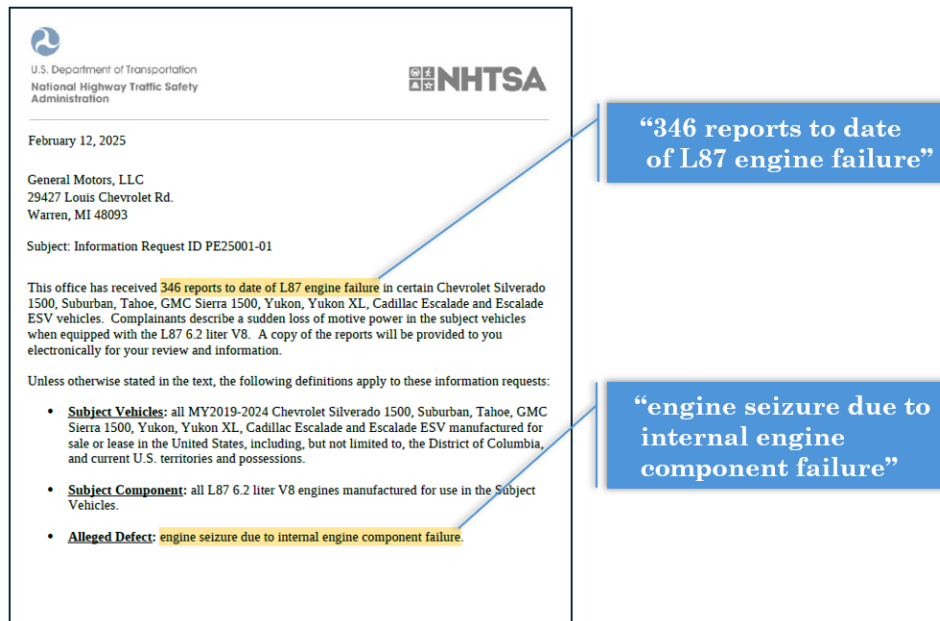
<sup>15</sup> Ex. 4, NHTSA ID No. 116271117 (Nov. 23, 2024).

<sup>16</sup> Soundtech10, *r/gmc: 2025 6.2 Fixed?*, Reddit.com (Mar. 31, 2025), available at <https://tinyurl.com/372xcjbn>

<sup>17</sup> Byron Hurd, *GM’s Broken 6.2L V8s Are Stranding Owners for Weeks as Replacement Engine Pipeline Dries Up*, TheDrive.com (Jan. 27, 2025), available at <https://tinyurl.com/42ybuwaw>.

trol issue,” “leaving many owners stranded with disabled vehicles and no clear timeline for repairs.”<sup>18</sup>

22. Less than a month after opening the investigation, the Administration wrote to GM pointing out hundreds of engine failures in class vehicles and requesting information about the issue.



Ex. 5, Ltr. from NHTSA to GM (Feb. 12, 2025)

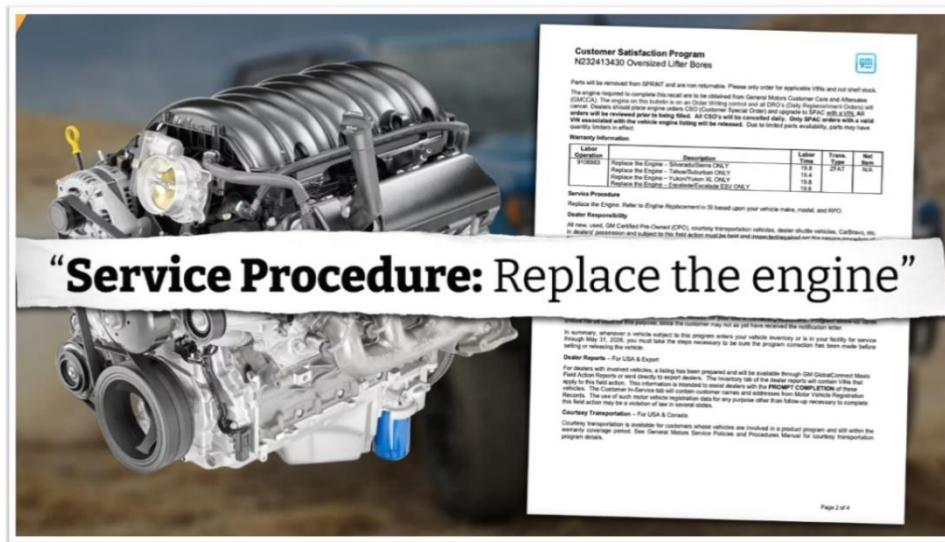
23. GM provides express warranties for the class vehicles. For Chevrolets and GMCs, the powertrain warranty provides coverage for five years or 60,000 miles, whichever comes first. For Cadillacs, the powertrain warranty provides coverage for six years or 70,000 miles, whichever comes first.

24. Even with those warranties, GM has left many customers stranded for weeks, and “it’s especially dire for people who need their trucks for work.”<sup>19</sup>

<sup>18</sup> Johnathan Lopez, *GM Can’t Keep Up With 6.2L V8 Engine Replacements*, GMAuthority.com (Feb. 1, 2025), available at <https://tinyurl.com/mr4emph>.



25. “[A] dead motor is just the beginning of this ordeal for many GM customers.”<sup>20</sup> Even though many of the defective engines are in new models “and still under warranty, that does customers no good when GM dealer service departments have no replacement engines to offer.”<sup>21</sup> “A company source confirmed ... that right now GM can’t build components of its 6.2s fast enough to both meet the demand in new trucks and fix all the broken ones.”<sup>22</sup>



26. On November 17, 2021, Alexih bought a new 2022 GMC Yukon (VIN 1GKS2DKL6NR116831) from Jim Ellis Automotive Group in Atlanta, Georgia. With about 5,000 miles on the odometer, the vehicle’s engine failed on the highway during rush hour, and Alexih had it towed to a GM dealer for repairs during the warranty period. He gave GM notice of the problem

<sup>19</sup> Hurd, *GM’s Broken 6.2L V8s*.

<sup>20</sup> *Id.*

<sup>21</sup> *Id.*

<sup>22</sup> *Id.*; see also GM, *Customer Satisfaction Program N232413430 Oversized Lifter Bores* (Apr. 2024), available at <https://tinyurl.com/5n77dc4r>.

and a chance to fix it. The dealer kept the vehicle for six months trying to fix the broken engine. At some point, Alexih asked the dealer if he could trade the Yukon for a new Escalade. But the dealer said the Yukon had lost over 40% of its value because of the engine failure and replacement.

27. On March 22, 2022, Hernandez bought a new 2022 Chevrolet 1500 (VIN 1GCPYCELXNZ218901) at Andean Chevrolet in Cumming, Georgia. The truck came with GM's typical powertrain warranty, providing coverage for five years or 60,000 miles, whichever comes first. The truck's engine failed within the warranty period—with just 46,397 miles on the odometer—while Hernandez was on his way to work. And he took the truck in to the GM dealership for repairs during the warranty period. He gave GM notice of the problem and a chance to fix it. GM took over two months trying to fix the broken engine.

28. On March 27, 2024, Trahan bought a new 2024 Cadillac Escalade (VIN 1GYS4GKL6RR160304) from Jim Ellis Cadillac in Atlanta, Georgia. Less than a week later, the vehicle's engine failed on the interstate, and she had the vehicle towed to a GM dealer for repairs during the warranty period. She gave GM notice of the problem and a chance to fix it. GM made some repairs and returned the vehicle to Trahan, but within 20 miles of driving the engine failed again on the interstate. The engine failed yet again while a GM mechanic tried to get it back to the dealership. GM told her she needed a new engine but would have to wait two months because it is backordered.

29. On December 31, 2024, Montes-Granados bought a new GMC Sierra 1500 (VIN 3GTUUFEL7RG246371) from Classic Buick GMC in Hou-

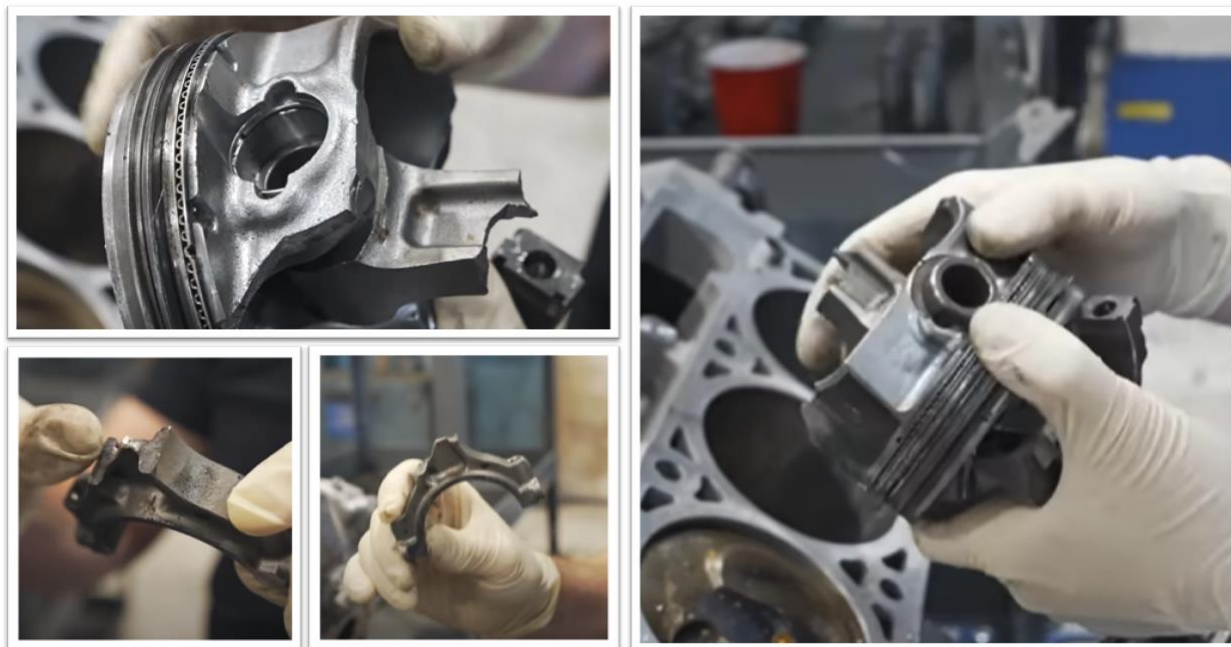
ston, Texas. With just 4,829 miles on the odometer, the vehicle's engine failed. He eventually got it to start and took it to the GM dealer for repairs during the warranty period. He gave GM notice of the problem and a chance to fix it. The dealer told him that the vehicle needed a new engine because of metal shavings in the oil filter from worn bearings. The dealer also told him that it would take two to three months to fix the engine.

30. Plaintiffs' experiences are typical of the class. They bought class vehicles covered by express and implied warranties. The defective engine in those vehicles failed during the warranty period. They took the vehicles to GM dealers for repairs during the warranty period. They notified GM of the problem and gave it a chance to make needed repairs. The vehicles lost significant value because of the defective engine. And they sustained loss-of-use damages while GM was trying to fix the broken engines. Any differences in Plaintiffs' experiences that GM drums up are superficial.

31. The Administration generally describes the defect as "internal engine component failure." But that component failure likely results from improper installation of the wrist pin and circlip (a.k.a. retainage clip), or due to missing circlips. Either of those failures allows wrist-pin displacement, as shown in the figure above, and connecting-rod failure. The component failure also likely involves defects in connecting-rod bearings. GM has changed the bearings several times since it began selling the class vehicles.

32. Class vehicles have had engine failures essentially on their way out of the dealers' lot—or in it. For example, a 2023 Cadillac Escalade's en-

engine failed within four miles. The figure below shows that vehicle's displaced wrist pin and broken connecting rod involved in the engine failure.



Dave's Auto Center, *6.2L Engine FAILS After Just 4 Miles!* (Jan. 29, 2025), available at <https://tinyurl.com/3cbe5n4k>

33. On April 25, 2025, GM issued a stop-sale order<sup>23</sup> on most of the class vehicles—in effect, admitting that they are defective and unsafe:

General Motors has decided that a defect which relates to motor vehicle safety may exist in certain 2021–2024 model year Cadillac Escalade and Escalade ESV, Chevrolet Silverado 1500, Suburban, and Tahoe, and GMC Sierra 1500, Yukon, and Yukon XL vehicles equipped with the 6.2L V8 gas engine (RPO L87). The connecting rod and/or crankshaft engine components in these vehicles may have manufacturing defects that can lead to engine damage and engine failure. If the engine fails during vehicle operation, the vehicle will lose propulsion, increasing the risk of a crash.

<sup>23</sup> Byron Hurd, *GM Issues Stop-Sale Ahead of Recall for Blown 6.2L V8s in Some 2021–2024 Trucks and SUVs*, TheDrive.com (Apr. 25, 2025), available at <https://tinyurl.com/7hj8fh27>; accord Ex. 1, Safety Recall.

34. A GM spokesperson says that “GM will voluntarily recall” most of the class vehicles “to resolve manufacturing issues.”<sup>24</sup>

35. GM describes the common problems affecting the class vehicles as manufacturing defects that increase the risk of a crash:

**Q2) What is the issue or condition?**

**A2)** The connecting rod and/or crankshaft engine components in these vehicles may have manufacturing defects that can lead to engine damage and engine failure. ...

**Q5) What is the safety risk? Is the vehicle safe to drive?**

**A5)** ... If the engine fails during vehicle operation, the vehicle will lose propulsion, increasing the risk of a crash.<sup>25</sup>

### **Class Allegations**

36. Plaintiff brings this lawsuit under Federal Rule of Civil Procedure 23(a), (b)(1), (b)(3), and (c)(4)–(5) as representative of this class:

All individuals in the U.S. who purchased a 2019–2024 Chevrolet Silverado 1500, 2021–2024 Chevrolet Tahoe, 2021–2024 Chevrolet Suburban, 2019–2024 GMC Sierra 1500, 2021–2024 GMC Yukon, 2021–2024 GMC Yukon XL, 2021–2024 Cadillac Escalade, 2021–2024 Cadillac Escalade ESV, other than for resale, between 2019 and the present.

37. The following persons and entities are excluded from the class: GM, its officers, directors, employees, subsidiaries, and affiliates; all judges assigned to this case and any members of their immediate families; and the parties’ counsel in this litigation.

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<sup>24</sup> *Id.*

<sup>25</sup> Ex. 2, GM, *FAQs for Safety Recall*.

38. The class comprises about 877,710 people. Plaintiffs reserve the right to modify, change, or expand the class definitions based on discovery and further investigation.

39. **Numerosity.** GM sold at least 877,710 class vehicles to class members throughout the country making joinder impracticable.

40. **Typicality.** Plaintiffs' claims are typical of the class. Like every other class member, Plaintiffs bought class vehicles that they would not have purchased, or would have paid substantially less for, had they known of the defect or how inadequate GM's response would be.

41. **Adequacy.** Plaintiffs will fairly and adequately protect the interests of the class. They have no interests antagonistic to the interests of other class members, and they are committed to vigorously prosecuting this case.

42. Plaintiffs have retained competent counsel experienced in prosecuting class actions involving defective consumer products.

43. **Predominance.** Common class-wide questions of law and fact predominate over any questions that may affect only individual class members because GM has acted on grounds generally applicable to the class as a whole.

44. Questions of law and fact common to the class include:

- a. whether the class vehicles were defective at the time of sale;
- b. whether the defect substantially impairs the class vehicles' value;
- c. whether GM knew of the defect but kept promoting and selling the class vehicles without disclosing the defect and its consequences to consumers;

- d. whether a reasonable consumer would consider the defect and its consequences material;
- e. whether GM carried out the discretion it afforded itself under its warranty in good faith;
- f. whether GM breached express and implied warranties for the class vehicles;
- g. whether class members overpaid for their vehicles in light of the defect;
- h. whether class members are entitled to equitable relief, including restitution or injunctive relief; and
- i. whether class members are entitled to money damages or compensatory relief, and if so, in what amount.

45. ***Superiority.*** A class action is superior to all other available methods for the fair and efficient adjudication of this controversy. Because the amount of each individual class member's claim is small relative to the complexity of the litigation, and because of GM's financial resources, no class member is likely to pursue legal redress individually for the violations detailed in this complaint. Individualized litigation would significantly increase the delay and expense to all parties, and to the Court, and would create the potential for inconsistent and contradictory rulings. By contrast, a class action presents fewer management difficulties, allows claims to be heard which would otherwise go unheard because of the expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale, and comprehensive supervision by a single court.

46. Class certification is also appropriate under Rule 23 because:
- a. the prosecution of separate actions by the individual members of the class would create a risk of inconsistent or varying adjudications with respect to individual class members,

which would establish incompatible standards of conduct for GM;

- b. the prosecution of separate actions by individual class members would create a risk of adjudications that would, as a practical matter, be dispositive of the interests of other class members and not parties to the adjudications, or would substantially impair or impede their ability to protect their interests;
- c. GM acted or refused to act on grounds generally applicable to the class, thereby making appropriate financial injunctive relief for the members of the class as a whole; and
- d. the class members' claims include common issues that are appropriate for certification.

## **Claims**

### **Claim 1—Breach of Express Warranty**

47. Plaintiffs and the class incorporate the foregoing allegations here.

48. Plaintiffs Hernandez, Trahan, and Alexih make this claim individually and on behalf of Georgia class members.

49. Plaintiff Montes-Granados makes this claim individually and on behalf of Texas class members.

50. GM is a “seller” under U.C.C. §2-313, and as adopted by the states (including Georgia in O.C.G.A. § 11-2-313 and Texas in Tex. Bus. & Com. Code Ann. § 2.313),<sup>26</sup> with respect to the class vehicles. Plaintiffs and the class are “buyers” under those statutes.

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<sup>26</sup> Ala. Code §7-2-313; Alaska Stat. §45.02.313; Ariz. Rev. Stat. Ann. §47-2313; Ark. Code Ann. §4-2-313; Cal Com. Code §2313; Colo. Rev. Stat. §4-2-313; Conn. Gen. Stat. §42a-2-313; Del. Code Ann. tit. 6, §2-313; D.C. Code §28:2-313; Fla. Stat. §672.313; Ga. Code Ann. §11-2-313; Haw. Rev. Stat. §490:2-313; Idaho Code Ann. §28-2-313; 810 Ill. Comp. Stat. 5/2-313; Ind. Code Ann. §26-1-2-313; Iowa Code Ann.



51. Plaintiffs and the class have had sufficient direct dealings with GM, its agents, or both to establish privity of contract. GM has a direct relationship with its dealers, and they worked together to promote and sell the class vehicles. Even so, privity is not needed here because Plaintiffs and the class are intended third-party beneficiaries of contracts between GM and its dealers. The dealers were not intended to be the ultimate consumers of the class vehicles and have no rights under the warranty agreements provided with the class vehicles. The warranty agreements were, after all, designed for and intended to benefit consumers. In any event, privity is not needed because the class vehicles are dangerous instrumentalities.

52. Section 2-313 provides that a seller's affirmations of fact or promises about the goods that become part of the basis of the bargain creates express warranties that the goods will conform to the affirmations or promises. Descriptions of goods that become part of the bargain also create express warranties that the goods will conform to those descriptions. And samples of

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§554.2313; Kan. Stat. Ann. §84-2-313; Ky. Rev. Stat. Ann. §355.2-313; Me. Rev. Stat. Ann. tit. 11, §2-313; Md. Code Ann., Com. Law §2-313; Mass. Ann. Laws ch. 106, §2-313; Mich. Stat. Ann. §440.2313; Minn. Stat. §336.2-313; Miss. Code Ann. §75-2-313; Mo. Rev. Stat. §400.2-313; Mont. Code Ann. §30-2-313; Neb. Rev. Stat. (U.C.C.) §2-313; Nev. Rev. Stat. §104.2313; N.H. Rev. Stat. Ann. §382-A:2-313; N.J. Stat. Ann. §12A:2-313; N.M. Stat. Ann. §55-2-313; N.Y. U.C.C. Law §2-313; N.C. Gen. Stat. §25-2-313; N.D. Cent. Code §41-02-30; Ohio Rev. Code Ann. §1302.26; Okla. Stat. tit. 12A, §2-313; Or. Rev. Stat. §72.3130; 13 Pa. Cons. Stat. §2313; R.I. Gen. Laws §6A-2-313; S.C. Code Ann. §36-2-313; S.D. Codified Laws §57A-2-313; Tenn. Code Ann. §47-2-313; Utah Code Ann. §70A-2-313; Vt. Stat. Ann. tit. 9A, §2-313; Va. Code Ann. §8.2-313; Wash. Rev. Code §62A.2-313; W. Va. Code §46-2-313; Wis. Stat. §402.313; Wyo. Stat. Ann. §34.1-2-313; *see* La. Rev. Stat. Ann. §9:2800.53(6).

goods that become part of the bargain create express warranties that the goods will conform to the samples.

53. The powertrain warranty that GM provides for class vehicles is an express warranty. The warranty guarantees, among other things, that GM will repair “any defect” in the class vehicles. GM created and extended the warranty to Plaintiffs and the class in connection with the sale of class vehicles. The warranty formed part of the basis of the bargain for GM’s sale of class vehicles to Plaintiffs and the class.

54. Aside from the powertrain warranty, GM made affirmations of fact or promises that class vehicles equipped with the engine are, among other things, “rugged” and “reliable” workhorses—dependable enough for everyone from “daily driver[s]” to “hardworking professionals” and “adventure seekers.”<sup>27</sup> GM described the class vehicles as reliable and safe. Those affirmations of fact, promises, and descriptions were part of the basis of the bargain. The class vehicles were bought and sold subject to those warranties.

55. If a court construes any of the express warranties as limited to vehicle defects related to materials or workmanship, GM breached that express warranty too.

56. GM breached its express warranties by, among other things, selling Plaintiffs and the class vehicles with defective engines. GM knew the class vehicles were defective before it sold them. GM knew that Plaintiffs and

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<sup>27</sup> *E.g.*, Cassie Gould, *2022 Chevrolet Silverado 1500 LTD: Rugged, Reliable, and Feature-Packed Pickup* (Dec. 24, 2024), available at <https://tinyurl.com/34rh6zxb>; George Levy, *Chevy Pulls Commercial Claiming Superior Reliability*, *Car and Driver* (Jan. 18, 2019), available at <https://tinyurl.com/42498ec8>.

the class could not discover the defect by inspecting the vehicles. GM had a duty to disclose the defect but failed to do so.

57. The class vehicles were defective at the time of sale, contracting, or both. Plaintiffs and the class used the class vehicles in a manner consistent with the vehicles' operating instructions.

58. Plaintiffs and the class experienced engine problems covered by GM's express warranties within the warranty period and sought repairs within the warranty period at GM dealerships or service centers.

59. GM has been unwilling or unable to properly repair the class vehicles. Even though GM may have tried to repair some of the class vehicles, the repairs failed to fix the defect. Some consumers sought repairs multiple times during the warranty period and still experienced the defect. The repairs were ineffective.

60. GM's express warranties do not require that Plaintiffs or the class give it direct written notice of the defect. Even if the express warranties were to require direct written notice of the defect, GM has waived that requirement by conduct because it attempted but failed to properly repair the defect under the warranty. In any event, Plaintiffs and the class have given GM written notice of the defect.

61. Plaintiffs and the class notified GM of the defect within a reasonable time after they discovered it.

62. GM had actual notice of the defects in the class vehicles before sale and received timely notice of the breaches experienced by Plaintiffs and

the class members. GM also received notice of the defects in the class vehicles when the Administration began investigating the issue on January 16, 2025.

63. GM breached its express warranties because the class vehicles are neither safe nor reliable: they are prone to sudden and catastrophic engine failure and for that reason they are unsafe and unreliable.

64. GM's failure to provide Plaintiffs and class members with a non-defective replacement vehicle or a refund of the purchase price departs from commercially reasonable behavior and violates Plaintiffs and the class members' objectively reasonable expectations arising from the express warranties.

65. The express warranties fail in their essential purpose. The contractual remedy is insufficient to make Plaintiffs and the class whole because GM failed or refused to adequately provide the promised remedies in a reasonable time.

66. Plaintiffs and the class members' recovery is not limited to the express warranty of repair for defective materials and workmanship. Plaintiffs and the class seek all the relief that law allows.

67. Repairs and replacement engines cannot cure the damage that the class vehicles have caused. Plaintiffs and the class have already suffered significant incidental and consequential damages—including diminution in value and loss of use—because of GM's breaches of its express warranties and because of its failure to properly remedy the problem in a reasonable time. Limiting Plaintiffs and the class members' remedies to repair, replacement, or both would only guarantee that they would never be made whole.

68. Any attempt by GM to disclaim or limit its express warranties by way of consumers would be inappropriate under the circumstances. Any asserted limitation is procedurally and substantively unconscionable and thus unenforceable because GM knowingly sold a defective product without informing consumers and failed to honor its express warranties.

69. As a direct and proximate result of GM's breach of express warranties, Plaintiffs and the class sustained damages.

### **Claim 2—Breach of Implied Warranty of Merchantability**

70. Plaintiffs and the class incorporate the foregoing allegations here.

71. Plaintiffs Hernandez, Trahan, and Alecxih make this claim individually and on behalf of Georgia class members.

72. Plaintiff Montes-Granados makes this claim individually and on behalf of Texas class members.

73. GM is a “merchant” under U.C.C. § 2-314, and as adopted by the states (including Georgia in O.C.G.A. § 11-2-314 and Texas in Tex. Bus. & Com. Code Ann. §2.314),<sup>28</sup> with respect to the class vehicles.

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<sup>28</sup> Ala. Code §7-2-314; Alaska Stat. §45.02.314; Ariz. Rev. Stat. Ann. §47-2314; Ark. Code Ann. §4-2-314; Cal Com. Code §2314; Colo. Rev. Stat. §4-2-314; Conn. Gen. Stat. §42a-2-314; Del. Code Ann. tit. 6, §2-314; D.C. Code §28:2-314; Fla. Stat. §672.314; Haw. Rev. Stat. §490:2-314; Idaho Code Ann. §28-2-314; 810 Ill. Comp. Stat. 5/2-314; Ind. Code Ann. §26-1-2-314; Iowa Code Ann. §554.2314; Kan. Stat. Ann. §84-2-314; Ky. Rev. Stat. Ann. §355.2-314; Me. Rev. Stat. Ann. tit. 11, §2-314; Md. Code Ann., Com. Law §2-314; Mass. Ann. Laws ch. 106, §2-314; Mich. Stat. Ann. §440.2314; Minn. Stat. §336.2-314; Miss. Code Ann. §75-2-314; Mo. Rev. Stat. §400.2-314; Mont. Code Ann. §30-2-314; Neb. Rev. Stat. (U.C.C.) §2-314; Nev. Rev. Stat. §104.2314; N.H. Rev. Stat. Ann. §382-A:2-314; N.J. Stat. Ann. §12A:2-314; N.M. Stat. Ann. §55-2-314; N.Y. U.C.C. Law §2-314; N.C. Gen. Stat. §25-2-314; N.D. Cent. Code §41-02-31; Ohio Rev. Code Ann. §1302.27; Okla. Stat. tit. 12A, §2-314; Or. Rev. Stat. §72.3140; 13 Pa. Cons. Stat. §2314; R.I. Gen. Laws §6A-2-314; S.C.

74. Section 2-314 creates a warranty of merchantability implicit in the contracts for the sales of class vehicles. The class vehicles were bought and sold subject to that warranty.

75. GM breached its implied warranty of merchantability. At the time of sale and all relevant times, the class vehicles could not pass without objection in the trade under the contract description, are not fit for their ordinary purpose, and do not conform to the promises or affirmations of fact made in marketing materials.

76. Automobiles' ordinary purpose is providing safe, reliable transportation. The defective engine in the class vehicles makes them unsafe and unreliable as means of transportation. The defective engine affects the class vehicles' drivability and usefulness. Plaintiffs and the class members' vehicles are or were not drivable because of the defective engine.

77. Automobiles prone to sudden and catastrophic engine failure are not merchantable. Based upon these defects, GM has failed to meet the expectations of a reasonable consumer.

78. GM breached the implied warranty of merchantability in connection with its sale and distribution of the class vehicles. The defect existed when the class vehicles left GM's possession and is substantially certain to manifest.

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Code Ann. §36-2-314; S.D. Codified Laws §57A-2-314; Tenn. Code Ann. §47-2-314; Utah Code Ann. §70A-2-314; Vt. Stat. Ann. tit. 9A, §2-314; Va. Code Ann. §8.2-314; Wash. Rev. Code §62A.2-314; W. Va. Code §46-2-314; Wis. Stat. §402.314; Wyo. Stat. Ann. §34.1-2-314; *see* La. Civ. Code Ann. art. 2524.

79. GM has waived any implied warranty notice requirement by conduct because it attempted but failed to properly repair the defect under the warranty. In any event, Plaintiffs and the class have given GM written notice of the defect.

80. Plaintiffs and the class notified GM of the defect within a reasonable time after they discovered it.

81. GM had actual notice of the defects in the class vehicles before sale and received reasonable notice of the breaches experienced by Plaintiffs and the class members. GM also received notice of the defects in the class vehicles when the Administration began investigating the issue on January 16, 2025.

82. Plaintiffs and the class have had sufficient direct dealings with GM, its agents, or both to establish privity of contract. GM has a direct relationship with its dealers, and they worked together to promote and sell the class vehicles. Even so, privity is not needed here because Plaintiffs and the class are intended third-party beneficiaries of contracts between GM and its dealers. The dealers were not intended to be the ultimate consumers of the class vehicles and have no rights under the warranty agreements provided with the class vehicles. The warranty agreements were, after all, designed for and intended to benefit consumers. In any event, privity is not needed because the class vehicles are dangerous instrumentalities.

83. If Plaintiffs and the class members had known about the defect in the class vehicles, they would not have bought them or would have paid significantly less for them.

84. Plaintiffs and the class members gave GM a chance to cure its breach of warranty and otherwise complied with any obligations under the implied warranty of merchantability. That said, and despite knowing of the defect before or concurrently with the release of the class vehicles, GM has refused to provide Plaintiffs and the class with appropriate warranty relief, leaving them without the functional product they thought they were buying.

85. Providing additional notice to GM now is futile because GM has continually failed to provide adequate remedies to Plaintiffs and class members.

86. If GM attempted to exclude or modify the implied warranty of merchantability in writing, the attempted exclusion or modification is ineffective because it is inconspicuous. What's more, the circumstances cause any exclusion or limitation of remedies to fail their essential purpose. Any limitation or exclusion of consequential damages is substantively and procedurally unconscionable.

87. As a direct and proximate result of GM's breach of the implied warranty of merchantability, Plaintiffs and the class sustained damages.

### **Claim 3—Violation of the Magnuson-Moss Warranty Act**

88. Plaintiffs incorporate the foregoing allegations here.

89. Plaintiffs make this claim individually and on behalf of the nationwide class. The Court has jurisdiction under 28 U.S.C. § 1332(a)–(d).



90. The class vehicles sold as new are “consumer products” under the Magnuson-Moss Warranty Act.<sup>29</sup>

91. Plaintiffs and the class are “consumers” within the meaning of the Act.<sup>30</sup> They are consumers because they are people entitled by applicable state law to enforce implied warranties against GM. GM is a “supplier” and “warrantor” under the Act.<sup>31</sup>

92. The Act provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with an implied warranty.<sup>32</sup>

93. GM provided Plaintiffs and the class with an implied warranty of merchantability for the class vehicles, an “implied warranty” under the Act.<sup>33</sup> As part of that implied warranty, GM guaranteed that the class vehicles were fit for their ordinary purpose as safe passenger motor vehicles, would pass without objection in the trade as designed, manufactured, and marketed, and were adequately contained, packaged, and labeled.

94. GM breached its implied warranties and is thus liable to Plaintiffs and the class under the Act.<sup>34</sup> The class vehicles share common design, manufacturing, and assembly defects in that they are equipped with the same defective engine, which can suddenly fail during normal operation,

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<sup>29</sup> 15 USC § 2301(1).

<sup>30</sup> *Id.* at § 2301(3).

<sup>31</sup> *Id.* at § 2301(4)–(5).

<sup>32</sup> *Id.* at § 2310(d)(1).

<sup>33</sup> *Id.* at § 2301(7).

<sup>34</sup> *Id.* at § 2301(d)(1).

leaving occupants of the vehicles vulnerable to crashes, serious injury, and death at highway speeds.

95. In its capacity as a warrantor, GM had knowledge of defects inherent in the class vehicles.

96. Any effort by GM to limit the implied warranties that would exclude coverage for class vehicles is procedurally and substantively unconscionable.

97. Plaintiffs and the class have had sufficient direct dealings with GM, its agents, or both to establish privity of contract. Even so, privity is not needed here because Plaintiffs and the class are intended third-party beneficiaries of contracts between GM and its dealers. The dealers were not intended to be the ultimate consumers of the class vehicles and have no rights under the warranty agreements provided with the class vehicles. The warranty agreements were, after all, designed for and intended to benefit consumers. In any event, privity is not needed because the class vehicles are dangerous instrumentalities.

98. Under the Act, Plaintiffs and the class are entitled to bring this class action and are not required to give GM notice or opportunity to cure until the Court determines the representative capacity of Plaintiffs under Rule 23.<sup>35</sup>

99. Plaintiffs and the class would suffer economic hardship if they returned their class vehicles but did not receive the return of all payments they

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<sup>35</sup> *Id.* at § 2310(e).

have made. Plaintiffs and the class have not re-accepted their class vehicles by retaining them.

100. The amount in controversy for Plaintiffs and the class members' individual claims meets or exceeds \$25. The amount in controversy of this action exceeds \$50,000 (exclusive of interest and costs), computed on the basis of all claims to be determined in this lawsuit.<sup>36</sup> Plaintiffs, individually and on behalf of all other class members, seek all damages permitted by law, including diminution in value of their vehicles, in an amount to be proven at trial. The Act also entitles Plaintiffs and the class to recover their aggregate costs and expenses (including attorneys' fees) that are reasonably incurred in the commencement and prosecution of this civil action.

### **Prayer for Relief**

Plaintiffs, individually and on behalf of the class, demand judgment:

- a. Declaring that this action is a proper class action, certifying the nationwide class, designating Plaintiffs as class representatives, and appointing Plaintiffs' attorneys as class counsel;
- b. Ordering GM to pay all damages the law allows, including, but not limited to, diminished value and loss of use, to Plaintiffs and class members;
- c. Ordering GM to pay Plaintiffs' and the class members' attorneys' fees and costs; and
- d. All other relief, including equitable relief, as the Court deems just.

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<sup>36</sup> *Id.* at § 2310(d)(3).

### Jury Demand

Plaintiffs and the class demand a jury trial.

Dated: April 28, 2025

Respectfully submitted,

/s/ Robert D. Cheeley

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*Counsel for Plaintiffs and Proposed  
Class Counsel*

### CERTIFICATE OF SERVICE

I certify that today I served the First Amended Complaint on all counsel of record through the Court's electronic-filing system.

Dated: April 28, 2025

/s/ Robert D. Cheeley

Robert D. Cheeley  
Georgia Bar No. 122727

# Safety Recall

## N252494001 L87 Engine Loss of Propulsion



**Release Date:** April 2025

**Revision:** 01

**Revision Description:** This bulletin is being revised to update the parts language. Please discard all previous copies of bulletin N252494001.

**Attention:** This bulletin contains an inspection procedure. Vehicles that pass the inspection procedure contained in this bulletin can be sold and delivered to the customer. **Vehicles that DO NOT PASS the inspection procedure contained in this bulletin cannot be sold or delivered to the customer.**

It is a violation of Federal law for a dealer to deliver a new motor vehicle or any new or used item of motor vehicle equipment (including a tire) covered by this notification under a sale or lease until the defect or noncompliance is remedied.

**All involved vehicles that are in dealer inventory must be held and not delivered to customers, dealer traded or used for demonstration purposes until the repair contained in this bulletin has been performed on the vehicle.**

**IMPORTANT Note: Please be assured oil orders are being processed and fulfilled however, the supply is being controlled to ensure proper availability and distribution. Please ensure that you order oil only as needed for the vehicles currently on hand. Since this phase of the field action involves a limited number of vehicles, oil should be ordered in individual quarts/liters. Quart/liter quantities are available for the vehicles in the population, and parts will start shipping as orders are received. Be cautious, as ordering incorrect quantities may lead to canceled orders.**

Make	Model	Model Year	
		From	To
Cadillac	Escalade	2021	2024
Cadillac	Escalade ESV	2021	2024
Chevrolet	Silverado 1500	2021	2024
Chevrolet	Suburban	2021	2024
Chevrolet	Tahoe	2021	2024
GMC	Sierra 1500	2021	2024
GMC	Yukon	2021	2024
GMC	Yukon XL	2021	2024

**This recall should be performed on vehicles in dealer inventory only.** Investigate Vehicle History (IVH) in the GM Global Warranty Management system should always be checked to confirm vehicle involvement prior to beginning any required inspections and/or repairs.

<b>Condition</b>	General Motors has decided that a defect which relates to motor vehicle safety may exist in certain 2021 – 2024 model year Cadillac Escalade and Escalade ESV, Chevrolet Silverado 1500, Suburban, and Tahoe, and GMC Sierra 1500, Yukon, and Yukon XL vehicles equipped with the 6.2L V8 gas engine (RPO L87). The connecting rod and/or crankshaft engine components in these vehicles may have manufacturing defects that can lead to engine damage and engine failure. If the engine fails during vehicle operation, the vehicle will lose propulsion, increasing the risk of a crash.
<b>Correction</b>	Dealers will inspect and vehicles that pass inspection will be provided a higher viscosity oil, which will also require a new oil fill cap, an oil filter replacement, and an owner's manual insert.

**This recall should be performed on vehicles in dealer inventory only.** Investigate Vehicle History (IVH) in the GM Global Warranty Management system should always be checked to confirm vehicle involvement prior to beginning any required inspections and/or repairs.

### Parts

Quantity	Part Name	Part No.
8	Engine Oil (dexosR 0W-40)	19432866 (US) 19433272 (Canada)
1	Oil Filter	12735811
1	Oil Fill Cap	12713787

**Reminder:** Parts may be removed from SPRINT and Retail Inventory Management (RIM) and be non-returnable. Dealers should review the affected parts to confirm RIM managed status. Parts may have quantity limiters in effect. There are a

# Safety Recall

## N252494001 L87 Engine Loss of Propulsion



small number of vehicles anticipated that will need this fix. **Due to the limited initial parts availability, dealers are encouraged not to order these parts for use as shelf stock.**

**Note: Choose the applicable one of the oil parts numbers above, Oil/Fluid will be supplied by your Oil Distributor.**

**IMPORTANT Note: Please be assured oil orders are being processed and fulfilled however, the supply is being controlled to ensure proper availability and distribution. Please ensure that you order oil only as needed for the vehicles currently on hand. Since this phase of the field action involves a limited number of vehicles, oil should be ordered in individual quarts/liters. Quart/liter quantities are available for the vehicles in the population, and parts will start shipping as orders are received. Be cautious, as ordering incorrect quantities may lead to canceled orders.**

### Warranty Information

Labor Operation	Description	Labor Time	Trans. Type	Net Item
9107913	Inspect and Update Engine Oil Type, Oil Fill Cap, OM Page	0.5	ZFAT	N/A
9107915	Inspect Only – Vehicle Did Not Pass Inspection and Will Require Repair – claim submission will not close field action	0.2	ZFAT	N/A

### Service Procedure

1. Inspect/Check for DTC P0016.
  - 1.1. If DTC P0016 is NOT SET, continue to step 2.
  - 1.2. If DTC P0016 is set, **DO NOT proceed with the rest of the service procedure, quarantine vehicle and submit labor op 9107915. Vehicles that DO NOT PASS the inspection procedure contained in this bulletin cannot be sold or delivered to the customer.** Additional information will be provided by General Motors in the near future.
2. Drain engine oil and install new filter. Refer to *Engine Oil and Oil Filter Replacement* in SI.
3. Fill engine with **NEW 0W-40 Oil** listed in the parts table.
4. Replace the oil fill cap with the **NEW 0W-40 oil fill cap** listed in the parts table.
5. **Print the appropriate language Owner’s Manual Insert(s)** for your service area.
6. Locate the Owner’s Manual or Essential Operating & Safety Information (EOSI) Manual.
7. **Install the Owner’s Manual Insert(s) into the Owner’s Manual or EOSI Manual.**

Insert to the 2021 – 2024 Cadillac Escalade, Chevrolet Tahoe/Suburban, GMC Yukon/Yukon XL/Denali, Chevrolet Silverado 1500, and GMC Sierra/Sierra Denali 1500 Owner’s Manuals

*This information replaces the information under "Engine Oil – Selecting the Right Engine Oil" found in the Vehicle Care Section of the owner's manual.*  
 The engine oil in the 6.2L V8 (L87) engine for this vehicle has been replaced with dexosR SAE 0W-40, as indicated on the engine oil cap. For future engine oil changes, use dexosR SAE 0W-40.

*Cette information remplace l'information de la rubrique « Huile moteur – Sélection de la bonne huile moteur » dans la section Entretien du véhicule du guide du propriétaire.*  
 L'huile moteur du moteur V8 de 6,2L (L87) de ce véhicule a été remplacée par l'huile dexosR SAE 0W-40, comme cela est indiqué sur le bouchon d'huile moteur. Pour les vidanges d'huile, utiliser l'huile dexosR SAE 0W-40 à l'avenir.

*Esta información reemplaza la información en "Aceite de motor – Seleccionar el Aceite de motor correcto" que se encuentra en la Sección Cuidado del vehículo del manual del propietario.*  
 El aceite de motor en el motor de 6.2L V8 (L87) para este vehículo se ha reemplazado con dexosR SAE 0W-40, como se indica en el tapón del aceite de motor. Para futuras cambios de aceite de motor, utilice dexosR SAE 0W-40.

## Safety Recall

### N252494001 L87 Engine Loss of Propulsion



#### **Dealer Responsibility – For USA & Export (USA States, Territories, and Possessions)**

It is a violation of Federal law for a dealer to deliver a new motor vehicle or any new or used item of motor vehicle equipment (including a tire) covered by this notification under a sale or lease until the defect or noncompliance is remedied.

The US National Traffic and Motor Vehicle Safety Act provides that each vehicle that is subject to a recall of this type must be adequately repaired within a reasonable time after the customer has tendered it for repair. A failure to repair within sixty days after tender of a vehicle is prima facie evidence of failure to repair within a reasonable time. If the condition is not adequately repaired within a reasonable time, the customer may be entitled to an identical or reasonably equivalent vehicle at no charge or to a refund of the purchase price less a reasonable allowance for depreciation. To avoid having to provide these burdensome remedies, every effort must be made to promptly schedule an appointment with each customer and to repair their vehicle as soon as possible. In the recall notification letters, customers are told how to contact the US National Highway Traffic Safety Administration if the recall is not completed within a reasonable time.

#### **Dealer Responsibility – All**

All new, used, GM Certified Pre-Owned (CPO), courtesy transportation vehicles, dealer shuttle vehicles, CarBravo, etc. in dealers' possession and subject to this recall must be held and inspected/repaired per the service procedure of this bulletin before customers take possession of these vehicles. Involved vehicles must be held and not delivered to customers, dealer-traded, released to auction, used for demonstration, or any other purpose.

All GM Certified Pre-Owned (CPO) vehicles currently in the dealers' inventory within the SHIFT Digital system will be de-certified and must be held and remedied per the service procedure in this bulletin. Upon submitting an accepted/paid warranty transaction in the Global Warranty Management (GWM) system, the vehicle can be re-certified for sale within the SHIFT Digital system, or once again be used in the Courtesy Transportation Program.

Dealers are to service all vehicles subject to this recall at no charge to customers, regardless of mileage, age of vehicle, or ownership, from this time forward.

Customers who have recently purchased vehicles sold from your vehicle inventory, and for which there is no customer information indicated on the dealer listing, are to be contacted by the dealer. Arrangements are to be made to make the required correction according to the instructions contained in this bulletin. Recall follow-up cards should not be used for this purpose, since the customer may not as yet have received the notification letter.

In summary, whenever a vehicle subject to this recall enters your vehicle inventory you must take the steps necessary to ensure the program correction has been made before selling the vehicle. In addition, for vehicles entering your facility for service, you are required to ensure the customer is aware of the open recall and make every reasonable effort to implement the program correction as set forth in this bulletin prior to releasing the vehicle.

#### **Dealer Reports – For USA & Export**

For dealers with involved vehicles, a listing has been prepared and will be available through GM Global Connect Maxis Field Action Reports or sent directly to export dealers. The Inventory tab of the dealer reports will contain VINs that apply to this recall. This information is intended to assist dealers with the **PROMPT COMPLETION** of these vehicles. The Customer In-Service tab will contain customer names and addresses from Motor Vehicle Registration Records. The use of such motor vehicle registration data for any purpose other than follow-up necessary to complete this recall may be a violation of law in several states.

#### **Courtesy Transportation – For USA & Canada**

Courtesy transportation is available for customers whose vehicles are involved in a product program and still within the warranty coverage period. See General Motors Service Policies and Procedures Manual for courtesy transportation program details.

#### **Customer Notification**

USA & Canada - General Motors will notify customers of this recall on their vehicle.

Export - Letters will be sent to known owners of record located within areas covered by the US National Traffic and Motor Vehicle Safety Act.

#### **Customer Reimbursement**

Customer requests for reimbursement of previously paid repairs to correct the condition described in the bulletin can be submitted at anytime to the dealer. See General Motors Service Policies and Procedures Manual (USA & Canada) or local Policies and Procedures, for details.

## Safety Recall

### N252494001 L87 Engine Loss of Propulsion



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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 tools, equipment, 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 dealer for information on whether your vehicle may benefit from the information.



**We Support  
Voluntary Technician  
Certification**



## Frequently Asked Questions (FAQs) for Safety Recall N252494001 L87 Engine Loss of Propulsion

These questions and answers are being provided to help GM dealers respond to inquiries from involved vehicle owners about the Safety Recall identified above.

**Q1) Which vehicles are involved?**

**A1)** General Motors has decided that a defect which relates to motor vehicle safety may exist in certain 2021 – 2024 model year Cadillac Escalade and Escalade ESV, Chevrolet Silverado 1500, Suburban, and Tahoe, and GMC Sierra 1500, Yukon, and Yukon XL vehicles equipped with the 6.2L V8 gas engine (RPO L87).

**Q2) What is the issue or condition?**

**A2)** The connecting rod and/or crankshaft engine components in these vehicles may have manufacturing defects that can lead to engine damage and engine failure.

**Q3) What symptoms may be experienced? What warning signs may be associated with the issue or condition described?**

**A3)** Drivers may be alerted to the condition prior to failure from: (a) knocking, banging, or other unusual engine noises; (b) illumination of the check engine light; and/or (c) engine-performance issues, including hesitation, high RPMs, abnormal shifting, reduced propulsion, or a no-start condition.

**Q4) What is the remedy/repair?**

**A4)** Dealers will inspect and vehicles that pass inspection will be provided a higher viscosity oil, which will also require a new oil fill cap, an oil filter replacement, and an owner's manual insert.

**Why is the oil being changed in the vehicle?**

The thicker viscosity oil offers an increased further level of protection.

**Q5) What is the safety risk? Is the vehicle safe to drive?**

**A5)** Drivers may be alerted to an issue with their engine prior to failure either from knocking, banging, or other unusual engine noises or from illumination of the check engine light, or both. Drivers may also experience a no-start condition or notice engine hesitation, high RPMs, abnormal shifting or reduced propulsion prior to engine failure. The condition has no impact on braking operation and does not cause an abrupt vehicle stop, allowing the driver to coast down and maneuver safely to the side of the road. If the engine fails during vehicle operation, the vehicle will lose propulsion, increasing the risk of a crash.

**Q6) Does the customer have to pay for this remedy/repair?**

**A6)** No, this inspection/repair will be done at **no cost** to the customer.

**Q7) Is the remedy/repair available now?**

**A7)** Yes, please see the attached bulletin for details.

**Q8) What should customers do until recall repairs can be completed? Are there any special instructions?**

**A8)** If special instructions are provided, they will be included in the notification letters to customers.

**Frequently Asked Questions (FAQs) for Safety Recall N252494001  
L87 Engine Loss of Propulsion**

**Q9) How can customers check to see if their vehicle is involved in this recall?**

**A9)** Customers who own a vehicle involved in this recall will be notified by mail by General Motors, but they may also check their Vehicle Identification Number (VIN) for field actions in GM Owner Center at gm.com/service or via NHTSA's website at <http://www.nhtsa.gov>.

**Q10) If customers are concerned, can they get a rental car or courtesy transportation?**

**A10)** Courtesy transportation is available for customers whose vehicles are involved in this recall and are within the warranty coverage period for the warranty which is associated with this recall. Please refer to Warranty Administration Bulletin #17-NA-073: Field Action Courtesy Transportation Policy for further information.

**Q11) Who do we refer media requests to?**

**A11)** Refer any media requests to General Motors communications.



U.S. Department of Transportation  
**National Highway Traffic Safety Administration**

# ODI RESUME

**Investigation:** PE25001  
**Prompted By:** VOQ and Early Warning Reporting Field Report Review  
**Date Opened:** 01/16/2025  
**Investigator:** Steve Perry                      **Reviewer:** Sharon Yukevich  
**Approver:** Tanya Topka  
**Subject:** Loss of motive power due to engine failure

## MANUFACTURER & PRODUCT INFORMATION

**Manufacturer:** General Motors, LLC  
**Products:** 2019-2024 Chevrolet Silverado 1500 2021-2024 Chevrolet Tahoe 2021-2024 Chevrolet Suburban 2019-2024 GMC Sierra 1500 2021-2024 GMC Yukon 2021-2024 GMC Yukon XL 2021-2024 Cadillac Escalade 2021-2024 Cadillac Escalade ESV  
**Population:** 877,710 (Estimated)  
**Problem Description:** Engine failure resulting from connecting rod bearing failure

## FAILURE REPORT SUMMARY

	ODI	Manufacturer	EWR D&I	Other	Total	EWR Field Reports
<b>All Incidents:</b>	39	0	0	0	39	CONF
<b>Crashes/Fires:</b>	0	0	0	0	0	0
<b>Injury Incidents:</b>	0	0	0	0	0	0
<b>Number of Injuries:</b>	0	0	0	0	0	0
<b>Fatality Incidents:</b>	0	0	0	0	0	0
<b>Number of Fatalities:</b>	0	0	0	0	0	0

## ACTION/SUMMARY INFORMATION

**Action:** Open this Preliminary Evaluation

**Summary:**  
 The Office of Defects Investigation (ODI) has received 39 complaints and a number of Early Warning Reporting (EWR) Field Reports alleging engine failure in vehicles manufactured by

General Motors (GM) equipped with the L87 V8 engine. This includes 2019-2024 Model Year (MY) Chevrolet Silverado 1500, 2019-2024MY GMC Sierra 1500, 2021-2024MY Chevrolet Tahoe, 2021-2024MY Chevrolet Suburban, 2021-2024MY GMC Yukon and 2021-2024MY Cadillac Escalade vehicles. The complainants report a bearing failure that may result in either engine seizure or breaching of the engine block by the connecting rod. The complainants report that there is no detectability prior to the failure.

Failure or malfunction of the engine results in loss of motive power of the vehicle, which may lead to an increased risk of a crash resulting in injury and/or property damage.

ODI is opening this Preliminary Evaluation (PE) to determine the scope and severity of the potential problem and to fully assess the potential safety-related issues. To review the ODI reports cited in the Opening Resume ODI Report Identification Number document, go to [NHTSA.gov](https://www.nhtsa.gov).

November 24, 2024 NHTSA ID NUMBER: 11627117



## Components: UNKNOWN OR OTHER, ENGINE

NHTSA ID Number: 11627117

Incident Date November 23, 2024

Consumer Location WAKEFIELD, MA

Vehicle Identification Number 1GKS2JKL7MR\*\*\*\*

### Summary of Complaint

CRASH	No	<p>Our 2021 GMC Yukon XL for the third time now has shifted from Drive to Neutral and then turned off on us on the highway. The first time GM changed the motor (at approximately 35,000 miles), the second time was about a month ago we were at the White Mountains and it shut off on a highway, the third time was yesterday [XXX] (with 61,057 miles), my wife and I were driving on [XXX] in Massachusetts and when I accelerated the vehicle shifted from Drive to Neutral and then shut off on me. This vehicle is not safe and on all of these three occasions I have been lucky not to be hit and have been the driver. I am a trained and professional driver and I must state that this vehicle is not safe at all. I need to find a solution to this with General Motors. INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B) (6)</p>
FIRE	No	
INJURIES	0	
DEATHS	0	



U.S. Department of Transportation  
National Highway Traffic Safety  
Administration



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February 12, 2025

Mr. Jeffrey Ronne  
General Motors, LLC  
29427 Louis Chevrolet Rd.  
Warren, MI 48093

Subject: Information Request ID PE25001-01

Dear Mr. Ronne:

This letter is to inform you that the Office of Defects Investigation (ODI) of the National Highway Traffic Safety Administration (NHTSA) has opened a Preliminary Evaluation (PE25001) to investigate allegations of loss of motive power due to engine failure in certain model year (MY) Chevrolet Silverado 1500, Suburban, Tahoe, GMC Sierra 1500, Yukon, Yukon XL, Cadillac Escalade and Escalade ESV vehicles manufactured by General Motors, LLC, (GM), and to request certain information.

This office has received 346 reports to date of L87 engine failure in certain Chevrolet Silverado 1500, Suburban, Tahoe, GMC Sierra 1500, Yukon, Yukon XL, Cadillac Escalade and Escalade ESV vehicles. Complainants describe a sudden loss of motive power in the subject vehicles when equipped with the L87 6.2 liter V8. A copy of the reports will be provided to you electronically for your review and information.

Unless otherwise stated in the text, the following definitions apply to these information requests:

- **Subject Vehicles:** all MY2019-2024 Chevrolet Silverado 1500, Suburban, Tahoe, GMC Sierra 1500, Yukon, Yukon XL, Cadillac Escalade and Escalade ESV manufactured for sale or lease in the United States, including, but not limited to, the District of Columbia, and current U.S. territories and possessions.
- **Subject Component:** all L87 6.2 liter V8 engines manufactured for use in the Subject Vehicles.
- **Alleged Defect:** engine seizure due to internal engine component failure.

- **GM:** General Motors, LLC, all of its past and present officers and employees, whether assigned to its principal offices or any of its field or other locations, including all of its divisions, subsidiaries (whether or not incorporated) and affiliated enterprises and all of their headquarters, regional, zone and other offices and their employees, and all agents, contractors, consultants, attorneys and law firms and other persons engaged directly or indirectly (e.g., employee of a consultant) by or under the control of GM (including all business units and persons previously referred to), who are or were involved in any way as of January 1, 2000, with any of the following related to the Alleged Defect in the Subject Vehicles:
  - a. Design, engineering, analysis, modification, or production (e.g., quality control);
  - b. Testing, assessment, or evaluation;
  - c. Consideration, or recognition of potential or actual defects, reporting, record-keeping, and information management, (e.g., complaints, field reports, warranty information, part sales), analysis, claims, lawsuits, or arbitrations; or
  - d. Communication to, from or intended for zone representatives, fleets, dealers, or other field locations, including but not limited to people who have the capacity to obtain information from dealers.
  
- **Document:** “Document(s)” is used in the broadest sense of the word and shall mean all original written, printed, typed, recorded, or graphic matter whatsoever, however produced or reproduced, of every kind, nature, and description, and all non-identical copies of both sides thereof, including, but not limited to, papers, letters, memoranda, correspondence, communications, electronic mail (e-mail) messages (existing in hard copy and/or in electronic storage), faxes, mailgrams, telegrams, cables, telex messages, notes, annotations, working papers, drafts, minutes, records, audio and video recordings, data, databases, other information bases, summaries, charts, tables, graphics, other visual displays, photographs, statements, interviews, opinions, reports, newspaper articles, studies, analyses, evaluations, interpretations, contracts, agreements, jottings, agendas, bulletins, notices, announcements, instructions, blueprints, drawings, as-builts, changes, manuals, publications, work schedules, journals, statistical data, desk, portable and computer calendars, appointment books, diaries, travel reports, lists, tabulations, computer printouts, data processing program libraries, data processing inputs and outputs, microfilms, microfiches, statements for services, resolutions, financial statements, governmental records, business records, personnel records, work orders, pleadings, discovery in any form, affidavits, motions, responses to discovery, all transcripts, administrative filings and all mechanical, magnetic, photographic and electronic records or recordings of any kind, including any storage media associated with computers, including, but not limited to, information on hard drives, floppy disks, backup tapes, and zip drives, electronic communications, including but not limited to, the Internet and shall include any drafts or revisions pertaining to any of the foregoing, all other things similar to any of the foregoing, however denominated by GM, any other data compilations from which information can be obtained, translated if necessary, into a usable form and any other documents. For purposes of this request, any document which contains any note, comment, addition, deletion, insertion, annotation, or otherwise comprises a non-identical copy of another document shall be treated as a separate document subject to production.

In all cases where original and any non-identical copies are not available, “document(s)” also means any identical copies of the original and all non-identical copies thereof. Any document, record, graph, chart, film or photograph originally produced in color must be provided in color. Furnish all documents whether verified by GM or not. If a document is not in the English language, provide both the original document and an English translation of the document.

- **Other Terms:** To the extent that they are used in these information requests, the terms “claim,” “consumer complaint,” “dealer field report,” “field report,” “fire,” “fleet,” “good will,” “make,” “model,” “model year,” “notice,” “property damage,” “property damage claim,” “rollover,” “type,” “warranty,” “warranty adjustment,” and “warranty claim,” whether used in singular or in plural form, have the same meaning as found in 49 C.F.R. § 579.4.

In order for my staff to evaluate the Alleged Defect, certain information is required. Pursuant to 49 U.S.C. § 30166, please provide numbered responses to the following information requests. Insofar as GM has previously provided a document to ODI, GM may produce it again or identify the document, the document submission to ODI in which it was included and the precise location in that submission where the document is located. When documents are produced, the documents shall be produced in an identified, organized manner that corresponds with the organization of this information request letter (including all individual requests and subparts). When documents are produced and the documents would not, standing alone, be self-explanatory, the production of documents shall be supplemented and accompanied by explanation.

Please repeat the applicable request verbatim above each response. After GM’s response to each request, identify the source of the information and indicate the last date the information was gathered.

1. State, by model and model year, the number of Subject Vehicles GM has manufactured for sale or lease in the United States. Separately, for each Subject Vehicle manufactured to date by GM, state the following:
  - a. Vehicle Identification Number (17-character VIN);
  - b. Make;
  - c. Model;
  - d. Model Year;
  - e. Subject component part number and design version installed as original equipment;
  - f. Date of manufacture (MM/DD/YYYY);
  - g. Date warranty coverage commenced (MM/DD/YYYY); and
  - h. The State in the United States where the vehicle was originally sold or leased or delivered for sale or lease (postal abbreviation).



Provide the table in Microsoft Access 2010, or a compatible format, entitled “PRODUCTION DATA.”

2. State the number of each of the following, received by GM, or of which GM is otherwise aware, which relate to, or may relate to, the Alleged Defect in the Subject Vehicles:
  - a. Consumer complaints, including those from fleet operators;
  - b. Field reports, including dealer field reports;
  - c. Reports involving a crash, injury, or fatality;
  - d. Reports involving a fire;
  - e. Property damage claims; and
  - f. Third-party arbitration proceedings, both pending and closed, where GM is or was a party to the arbitration;

For subparts “a” through “f” state the total number of each item (e.g., consumer complaints, field reports, etc.) separately. Multiple incidents involving the same vehicle are to be counted separately. Multiple reports of the same incident are also to be counted separately (i.e., a consumer complaint and a field report involving the same incident in which a crash occurred are to be counted as a crash report, a field report, and a consumer complaint).

In addition, for items “c” through “f,” provide a summary description of the alleged problem and causal and contributing factors and GM’s assessment of the problem, with a summary of the significant underlying facts and evidence. For items “e” and “f,” identify the parties to the action, as well as the caption, court, docket number, and date on which the complaint or other document initiating the action was filed.

3. Separately, for each item (complaint, report, claim, notice, or matter) within the scope of your response to Request No. 2, state the following information:
  - a. GM’s file number or other identifier used;
  - b. The category of the item, as identified in Request No. 2 (i.e., consumer complaint, field report, etc.);
  - c. Vehicle owner or fleet name (and fleet contact person), email address and telephone number (please use distinct fields for each data type);
  - d. Vehicle owner or fleet street address, city, state (postal abbreviation), and ZIP code (please use distinct fields for each data type);
  - e. Vehicle Identification Number (17-character VIN);
  - f. Vehicle’s make, model and model year (please use distinct fields for each data type);
  - g. Vehicle’s mileage at time of incident (numeric data type);
  - h. Incident date (MM/DD/YYYY);
  - i. Report or claim date (MM/DD/YYYY);
  - j. Whether a crash is alleged;
  - k. Whether a fire is alleged;
  - l. Whether property damage is alleged;
  - m. Number of alleged injuries, if any; and
  - n. Number of alleged fatalities, if any.

Provide this information in Microsoft Access 2010, or a compatible format, entitled “REQUEST NUMBER TWO DATA.”

4. Produce copies of all documents related to each item within the scope of Request No. 2. Organize the documents separately by category (i.e., consumer complaints, field reports, etc.) and describe the method GM used for organizing the documents. Describe in detail the search methods and search criteria used by GM to identify the items in response to Request No. 2.
5. State, by model and model year, a total count for all of the following categories of claims, collectively, that have been paid by GM to date that relate to, or may relate to, the Alleged Defect in the Subject Vehicles: warranty claims; extended warranty claims; claims for good will services that were provided; field, zone, or similar adjustments and reimbursements; and warranty claims or repairs made in accordance with a procedure specified in a technical service bulletin or customer satisfaction campaign. Separately, for each such claim, state the following information:
  - a. GM’s claim number;
  - b. Vehicle owner or fleet name (and fleet contact person), email address and telephone number (please use distinct fields for each data type);
  - c. Vehicle owner or fleet street address, city, state (postal abbreviation), and ZIP code (please use distinct fields for each data type);
  - d. Vehicle Identification Number (17-character VIN);
  - e. Repair date (MM/DD/YYYY);
  - f. Vehicle mileage at time of repair (numeric data type);
  - g. Repairing dealer’s or facility’s name, telephone number, city and state or ZIP code (please use distinct fields for each data type);
  - h. Labor operation number(s);
  - i. Problem code(s);
  - j. Replacement part number(s) and description(s);
  - k. Concern stated by customer;
  - l. Cause as stated on the repair order;
  - m. Correction as stated on the repair order; and
  - n. Additional comments, if any, by dealer/technician relating to claim and/or repair.

Provide this information in Microsoft Access 2010, or a compatible format, entitled “WARRANTY DATA.”

6. Describe in detail the search methods and search criteria used by GM to identify the claims in response to Request No. 5, including the labor operations, problem codes, part numbers and any other pertinent parameters used.

7. State, by make and model year, the terms of the new vehicle warranty coverage offered by GM on the Subject Vehicles (i.e., the number of months and mileage for which coverage is provided and the vehicle systems that are covered). Describe any extended warranty coverage option(s) that GM offered for the Subject Vehicles and state by option, model, and model year, the number of vehicles that are covered under each such extended warranty.
8. Produce copies of all service, warranty, and other documents that relate to, or may relate to, the Alleged Defect in the Subject Vehicles, that GM has issued to any dealers, regional or zone offices, field offices, fleet purchasers, or other entities. This includes, but is not limited to, bulletins, advisories, informational documents, training documents, or other documents or communications, with the exception of standard shop manuals. Also include the latest draft copy of any communication that GM is planning to issue within the next 120 days.
9. Describe all assessments, analyses, tests, test results, studies, surveys, simulations, investigations, inquiries and/or evaluations (collectively, "actions") that relate to, or may relate to, the Alleged Defect in the Subject Vehicles that have been conducted, are being conducted, are planned, or are being planned by, or for, GM. For each such action, provide the following information:
  - a. Action title or identifier;
  - b. The actual or planned start date;
  - c. The actual or expected end date;
  - d. Brief summary of the subject and objective of the action;
  - e. Engineering group(s)/supplier(s) responsible for designing and for conducting the action; and
  - f. A brief summary of the findings and/or conclusions resulting from the action.

For each action identified, provide copies of all documents related to the action, regardless of whether the documents are in interim, draft, or final form. Organize the documents chronologically by action.

10. Describe all modifications or changes made by, or on behalf of, GM in the design, material composition, manufacture, quality control, supply, or installation of the Subject Component, from the start of production to date, which relate to, or may relate to, the Alleged Defect in the Subject Vehicles. For each such modification or change, provide the following information:
  - a. The date or approximate date on which the modification or change was incorporated into vehicle production;
  - b. A detailed description of the modification or change;
  - c. The reason(s) for the modification or change;
  - d. The part number(s) (service and engineering) of the original component;
  - e. The part number(s) (service and engineering) of the modified component;
  - f. Whether the original unmodified component was withdrawn from production and/or sale, and if so, when;

- g. When the modified component was made available as a service component; and
- h. Whether the modified component can be interchanged with earlier production components;

Also, provide the above information for any modification or change that GM is aware of which may be incorporated into vehicle production within the next 120 days.

11. GM changed the recommended octane rating from 93 octane listed in the MY2019-2021 owner's manual, to 91 octane in the MY2022-2024 owner's manual.
  - a. Please state the reason(s) for this change; and
  - b. Describe in detail how the recommended octane rating change may contribute to the Alleged Defect in the Subject Vehicle Subject Component.
12. Describe in detail how the Dynamic Fuel Management (DFM) system operates in the Subject Vehicles including, but not limited to, how the system may contribute to the Alleged Defect in the Subject Component.  
Alleged Defect Subject Vehicle
13. State the number of each of the following that GM has sold that may be used in the Subject Vehicles by component name, part number (both service and engineering/production), model and model year of the vehicle in which it is used and month/year of sale.
  - a. Subject component; and
  - b. Any kits that have been released, or developed, by GM for use in service repairs to the Subject Component/assembly.

For each component part number, provide the supplier's name, address, and appropriate point of contact (name, title, and telephone number). Also identify by make, model and model year, any other vehicles of which GM is aware that contain the identical component, whether installed in production or in service, and state the applicable dates of production or service usage.

14. Furnish GM's assessment of the Alleged Defect in the Subject Vehicles, including:
  - a. The causal or contributory factor(s);
  - b. The failure mechanism(s);
  - c. The failure mode(s);
  - d. The risk to motor vehicle safety that it poses; and
  - e. What warnings, if any, the operator, and the other persons both inside and outside the vehicle would have that the Alleged Defect was occurring, or Subject Component was malfunctioning; and
  - f. The reports included with this inquiry.

### **Legal Authority for This Request**

This letter is being sent to GM pursuant to 49 U.S.C. § 30166, which authorizes NHTSA to conduct any investigation that may be necessary to enforce Chapter 301 of Title 49 and to request reports. It constitutes a new request for information.

### **Civil Penalties**

GM's failure to respond promptly and fully to this letter could subject GM to civil penalties pursuant to 49 U.S.C. § 30165 or lead to an action for injunctive relief pursuant to 49 U.S.C. § 30163. (Other remedies and sanctions are available as well.) The Vehicle Safety Act, 49 U.S.C. § 30165(a)(3), provides for civil penalties of up to \$27,874 per violation per day, with a maximum of \$139,356,944 for a related series of daily violations, for failing or refusing to perform an act required under 49 U.S.C. § 30166. See 49 C.F.R. § 578.6(a)(3). This includes failing to respond completely, accurately, or in a timely manner to ODI information requests.

If GM cannot respond to any specific request or subpart(s) thereof, please state the reason why it is unable to do so. If on the basis of attorney-client, attorney work product, or other privilege, GM does not submit one or more requested documents or items of information in response to this information request, GM must provide a privilege log identifying each document or item withheld, and stating the date, subject or title, the name and position of the person(s) from, and the person(s) to whom it was sent, and the name and position of any other recipient (to include all carbon copies or blind carbon copies), the nature of that information or material, and the basis for the claim of privilege and why that privilege applies.

### **Confidential Business Information (CBI)**

If GM's response contains any information that you claim is confidential business information, GM must submit its request for confidential treatment and any files containing CBI to NHTSA's Office of the Chief Counsel via the CBI Portal or a secure electronic file transfer link. Please see enclosure 1 for additional instructions on submitting a request for confidential treatment that is compliant with 49 C.F.R. Part 512 (specifically, a request for confidential treatment must include the four required parts that are discussed in enclosure 1).

If you choose not to submit your request and files containing CBI to NHTSA's Office of the Chief Counsel via the CBI Portal, please notify the investigator referenced in this IR to ensure that the secure file transfer link for your request for confidential treatment and any files containing CBI are directed to the Office of the Chief Counsel accordingly.

In addition to submitting a request for confidential treatment and files containing CBI directly to NHTSA's Office of the Chief Counsel, GM must also submit its request for confidential treatment, the files containing CBI, and their corresponding redacted versions directly to ODI via the Safety Defect Investigations (SDI) Portal. The requests for confidential treatment and certification documents are not confidential so these documents should be uploaded as non-confidential files.

Please refer to PE25001-01 in GM's response to this letter and in the request for confidential treatment that GM may submit.

**Due Date**

GM's response to this letter must be submitted to this office by **MARCH 28, 2025**. If GM finds that it is unable to provide all the information requested within the time allotted, GM must request an extension from me at (202) 366-4925 no later than five business days before the response due date. If GM is unable to provide all the information requested by the original deadline, it must submit a partial response by the original deadline with whatever information GM then has available, even if an extension has been granted.

If you have any technical questions concerning this matter, please call Steve Perry of my staff at (202) 366-6562.

Sincerely,

*Sharon L. Yukevich*

Sharon Yukevich, Chief  
Vehicle Defect Division A  
Office of Defects Investigation

Enclosure 1, Information for Requests for Confidential Treatment.

The subject reports referenced in the introduction of this letter may be viewed at the NHTSA.gov website using the following ODI reference numbers:

11477035, 11496037, 11498437, 11507228, 11509063, 11516616, 11533961, 11539181, 11541111, 11547936, 11562182, 11569183, 11573012, 11576083, 11579144, 11580224, 11586035, 11591452, 11592274, 11594885, 11595817, 11596119, 11599858, 11601752, 11603421, 11606641, 11607753, 11614009, 11614159, 11614430, 11614577, 11615498, 11617722, 11619285, 11619922, 11620507, 11622888, 11623928, 11625056, 11626737, 11627117, 11628238, 11628745, 11636310, 11636404, 11636439, 11636451, 11636465, 11636523, 11636561, 11636586, 11636601, 11636615, 11636622, 11636643, 11636662, 11636670, 11636676, 11636688, 11636689, 11636690, 11636703, 11636704, 11636705, 11636710, 11636730, 11636741, 11636742, 11636750, 11636758, 11636779, 11636784, 11636793, 11636815, 11636821, 11636823, 11636827, 11636839, 11636841, 11636853, 11636860, 11636869, 11636873, 11636874, 11636878, 11636879, 11636880, 11636881, 11636888, 11636897, 11636898, 11636904, 11636907, 11636924, 11636926, 11636933, 11636943, 11636946, 11636951, 11636955, 11636957, 11636966, 11636967, 11636975, 11636976, 11636982, 11636984, 11636995, 11636999, 11637000, 11637003, 11637005,

11637016, 11637017, 11637018, 11637027, 11637034, 11637035, 11637045, 11637050,  
11637063, 11637090, 11637103, 11637117, 11637119, 11637132, 11637144, 11637153,  
11637182, 11637189, 11637201, 11637205, 11637208, 11637215, 11637222, 11637226,  
11637237, 11637255, 11637270, 11637289, 11637305, 11637307, 11637328, 11637330,  
11637357, 11637380, 11637391, 11637422, 11637445, 11637454, 11637462, 11637469,  
11637479, 11637499, 11637510, 11637530, 11637538, 11637546, 11637549, 11637561,  
11637617, 11637626, 11637646, 11637671, 11637677, 11637706, 11637717, 11637727,  
11637777, 11637788, 11637791, 11637831, 11637837, 11637842, 11637849, 11637871,  
11637897, 11637899, 11637903, 11637909, 11637928, 11637968, 11637976, 11637977,  
11637980, 11637982, 11637985, 11637999, 11638004, 11638008, 11638021, 11638037,  
11638046, 11638050, 11638070, 11638075, 11638082, 11638096, 11638098, 11638102,  
11638131, 11638136, 11638142, 11638150, 11638152, 11638168, 11638176, 11638214,  
11638219, 11638220, 11638326, 11638365, 11638378, 11638387, 11638393, 11638399,  
11638406, 11638432, 11638458, 11638470, 11638471, 11638475, 11638502, 11638505,  
11638549, 11638612, 11638634, 11638661, 11638698, 11638715, 11638719, 11638722,  
11638738, 11638741, 11638744, 11638769, 11638773, 11638779, 11638823, 11638852,  
11638876, 11638953, 11638959, 11638972, 11638979, 11639052, 11639086, 11639089,  
11639113, 11639116, 11639142, 11639181, 11639187, 11639199, 11639209, 11639211,  
11639229, 11639237, 11639238, 11639252, 11639255, 11639261, 11639266, 11639273,  
11639288, 11639292, 11639293, 11639311, 11639339, 11639371, 11639395, 11639397,  
11639420, 11639467, 11639488, 11639491, 11639510, 11639514, 11639553, 11639608,  
11639633, 11639649, 11639704, 11639727, 11639736, 11639740, 11639751, 11639773,  
11639785, 11639797, 11639825, 11639836, 11639873, 11639890, 11639897, 11639898,  
11639900, 11639992, 11640017, 11640037, 11640044, 11640059, 11640071, 11640081,  
11640102, 11640116, 11640139, 11640148, 11640172, 11640178, 11640191, 11640193,  
11640220, 11640221, 11640229, 11640238, 11640334, 11640343, 11640363, 11640398,  
11640413, 11640429, 11640437, 11640443, 11640461, 11640503, 11640523, 11640528,  
11640536, 11640537, 11640642, 11640653, 11640710, 11640732, 11640735, 11640754,  
11640784, 11640875, 11640879, 11640904, 11640946, 11641032, 11641066, 11641124,  
11641133, 11641136

## ENCLOSURE 1 - INFORMATION FOR REQUESTS FOR CONFIDENTIAL TREATMENT

If you believe that your response contains any material that you claim is confidential business information, submit these materials to NHTSA's Office of the Chief Counsel in accordance with 49 C.F.R. Part 512. **All requests for confidential treatment must be submitted directly to the Office of the Chief Counsel via the Confidential Business Information (CBI) Portal or a secure file transfer link for your submission addressed to the Office of the Chief Counsel. If you are not currently registered for the CBI Portal, you may send a registration request to [cbi-helpdesk@dot.gov](mailto:cbi-helpdesk@dot.gov). In addition to directly submitting the files to the Office of the Chief Counsel, you will also need to submit a copy of your request and files containing CBI directly to ODI through the Safety Defect Investigations (SDI) Portal.**

Requests for confidential treatment are governed by Part 512. A current version of this regulation is available on the internet at <http://www.ecfr.gov> by selecting Title 49 "Transportation," selecting "Parts 500 - 599" and then selecting Part 512 "Confidential Business Information."

### How to request confidential treatment:

NHTSA is currently treating electronic submission as an acceptable method for submitting confidential business information to the agency under Part 512. If you claim that any of the information or documents provided in your response constitutes confidential business information within the meaning of 5 U.S.C. § 552(b)(4) or are protected from disclosure pursuant to 18 U.S.C. § 1905, you must request a secure file transfer link from the ODI contact listed in your Information Request. ODI will copy a representative from the Office of the Chief Counsel on the secure file transfer link for your request for confidential treatment. You must submit supporting information together with the materials that are the subject of the confidentiality request, in accordance with Part 512, to the Office of the Chief Counsel. Do not send a hardcopy of a request for confidential treatment to NHTSA's headquarters.

Your request must include a request letter that contains supporting information, pursuant to Part 512.8. Your request must also include a certificate, pursuant to Part 512.4(b) and Part 512, Appendix A.

You are required to submit one unredacted "confidential version" of the information for which you are seeking confidential treatment. Pursuant to Part 512.6, the words "ENTIRE PAGE CONFIDENTIAL BUSINESS INFORMATION" or "CONFIDENTIAL BUSINESS INFORMATION CONTAINED WITHIN BRACKETS" (as applicable) must appear at the top of each page containing information claimed to be confidential. In the latter situation, where not all information on the page is claimed to be confidential, identify each item of information for which confidentiality is requested within brackets: "[ ]."

You are also required to submit one redacted "public version" of the information for which you are seeking confidential treatment. Pursuant to Part 512.5(a)(2), the redacted "public version" should include redactions of any information for which you are seeking confidential treatment (i.e., the only information that should be unredacted is information for which you are not seeking confidential treatment).



For questions about a request for confidential treatment, please contact Dan Rabinovitz in the Office of the Chief Counsel at [Daniel.Rabinovitz@dot.gov](mailto:Daniel.Rabinovitz@dot.gov) or (202)366-8534.