IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DENNIS SPEERLY, et al., individually and on behalf of all other similarly situated, Plaintiffs. v. GENERAL MOTORS LLC, Defendant.	Civil Action No. 2:19-cv-11044 Hon. David M. Lawson Magistrate Judge David R. Grand

STIPULATION OF VOLUNTARY DISMISSAL OF CERTAIN NAMED PLAINTIFFS' CLAIMS WITHOUT PREJUDICE

Plaintiffs and General Motors LLC hereby stipulate as follows:

1. Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Plaintiffs Brian Lloyd, James Paul Browne, Maria Barallardos, Daniel Drain, Kevin Wesley, Richard Filiaggi, Richard Sullivan, Tait Thomas, Rhianna Meyers, Michael Ponder, Richard Freeman, Philip Weeks, Jimmy Flowers, Cary Sherrow, Dennis Speerly, Thomas Edmondson, Guy Clark, James Norvell, Donald Dykshorn, Robert Higgins, Troy & Kimberly Coulson, Steven Brack, Michael Banks, Joseph Sierchio, Randall Jacobs, Andre McQuade, Gregory Butscha, Jon Ellard, William & Karina Fredo, Jason Sinclair, Donald Sicura, David Thompson, Darrin Degrand, Jerry & Kimberly Carroll, and Dominic Eatherton stipulate to dismissal of their claims of breach of warranty under the Magnuson-Moss Warranty Act 15 U.S.C. § 2303 (Count 1) and unjust enrichment (Count 2) in this action without prejudice, with each side to bear its own fees and costs.

2. Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Plaintiffs Brian Lloyd, James Paul Browne, Maria Barallardos, Daniel Drain, Kevin Wesley, Richard Filiaggi, Richard Sullivan, Tait Thomas, Rhianna Meyers, Michael Ponder, Richard Freeman, Philip Weeks, Jimmy Flowers, Cary Sherrow, Dennis Speerly, Thomas Edmondson, Guy Clark, James Norvell, Donald Dykshorn, Robert Higgins, Troy & Kimberly Coulson, Steven Brack, Michael Banks, Joseph Sierchio, Randall Jacobs, Andre McQuade, Gregory Butscha, Jon

Ellard, William & Karina Fredo, Jason Sinclair, Donald Sicura, David Thompson, Darrin Degrand, and Dominic Eatherton stipulate to dismissal of their claims of fraudulent omission (Count 3) in this action without prejudice, with each side to bear its own fees and costs.

3. Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Plaintiffs Brian Lloyd, James Paul Browne, Maria Barallardos, Daniel Drain, Kevin Wesley, Richard Filiaggi, Michael Ponder, Richard Freeman, Philip Weeks, Jimmy Flowers, Thomas Edmondson, Troy & Kimberly Coulson, Steven Brack, Michael Banks, Joseph Sierchio, Randall Jacobs, Andre McQuade, Gregory Butscha, Jon Ellard, William & Karina Fredo, Jason Sinclair, and Dominic Eatherton stipulate to dismissal of all their remaining claims in this action without prejudice, with each side to bear its own fees and costs. This stipulation does not apply to the rest of the named plaintiffs not enumerated above.

4. Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Plaintiffs Richard Sullivan, Tait Thomas, Rhianna Meyers, Guy Clark, James Norvell, Donald Dykshorn, David Thompson, and Jerry & Kimberly Carroll stipulate to dismissal of the following claims in this action without prejudice, with each side to bear its own fees and costs. Richard Sullivan (Florida): Breach of Express Warranty Fla. Stat. §§ 67313 and 680.21 (Count 27), Breach of Implied Warranty Fla. Stat. §§ 67314 and 680.212 (Count 28); Tait Thomas (Florida):

Breach of Express Warranty Fla. Stat. §§ 67313 and 680.21 (Count 27), Breach of Implied Warranty Fla. Stat. §§ 67314 and 680.212 (Count 28); Rihanna Meyers (Florida): Breach of Express Warranty Fla. Stat. §§ 67313 and 680.21 (Count 27), Breach of Implied Warranty Fla. Stat. §§ 67314 and 680.212 (Count 28); Guy Clark (Kansas): Breach of Express Warranty Kan. Stat. Ann. §§ 84-2-313 and 84-2A-210 (Count 41), Breach of the Implied Warranty of Merchantability Kan. Stat. Ann. §§ 84-2-314 and 84-2A-212 (Count 42); James Norvell (Kentucky): Breach of Express Warranty Ky. Rev. Stat. §§ 355.2-313 and 355.2A-210 (Count 44), Breach of the Implied Warranty of Merchantability Ky. Rev. Stat. §§ 355.2-314 and 355.2A-312 (Count 45); Donald Dykshorn (Louisiana): Breach of Express Warranty La. Rev. Stat. Ann. § 9:2800.52 (Count 47), Breach of the Implied Warranty of Merchantability/Warranty Against Redhibitory Defects La. Civ. Code Art. 2520, 2524 (Count 48); David Thompson (Tennessee): Breach of Express Warranty Tenn. Code §§ 47-2-313 and 47-2A-210 (Count 94), Breach of the Implied Warranty of Merchantability Tenn. Code §§ 47-2-314 and 47-2A-212 (Count 95); and Jerry & Kimberly Carroll (Washington): Breach of Express Warranty Wash. Rev. Code §§ 62A.2-313 and 62A.2A-210 (Count 100), Breach of the Implied Warranty of Merchantability Wash. Rev. Code §§ 62A.2-314 and 62A.2A-212 (Count 101).

5. This stipulation does not apply to the remaining claims not enumerated above.

Dated: September 19, 2025

Respectfully submitted,

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