

RELEASE AGREEMENT

WHEREAS, [REDACTED] commenced a lemon law proceeding against General Motors LLC, involving a 2021 GMC Sierra 1500; VIN [REDACTED] by filing a Request for Arbitration Form with the New York State Attorney General's Office, NC [REDACTED] and

WHEREAS, [REDACTED] ("Releasor") and General Motors LLC have mutually and voluntarily agreed to resolve this matter;

NOW THEREFORE, in consideration of payment to Releasor of Ten Thousand Dollars (\$10,000), Releasor, for his self, and for each and all of his predecessors, successors, heirs, assigns, executors, administrators, agents or any other representatives, hereby releases and forever discharges General Motors LLC, Staten Island Buick GMC, and all other past or present authorized General Motors dealers, and their respective representatives, employees, agents, members, shareholders, attorneys, assigns, acquiring entities, predecessors, successors, direct and indirect parent entities and subsidiaries and affiliated entities ("Releasees") from any and all past, present, and future claims, demands, rights, causes of action, judgments, executions, damages, liabilities, costs or expenses (including reasonable attorney fees or court costs) which Releasor had, might now or which he might acquire in the future against Releasees, which are known or unknown, and which directly or indirectly arise from, are related to or associated with the purchase, lease, repair, operation, financing, use, ownership or disposition of the vehicle referenced above.

Releasor recognizes that he may have some claim, demand or cause of action against the Releasees, of which he is totally unaware and unsuspecting which he is giving up by execution of this Release. Releasor further recognizes that he may have some loss or damage now known that could have consequences or results not now known or suspected which he is giving up by execution of this Release. It is the intention of Releasor in executing this instrument with or without the advice of legal counsel that it will deprive him of any such claim, demand, cause of action, loss or damage, and prevent him from asserting the same against Releasees. The provision of any local, state, federal or foreign law, statute or judicial decision, providing in substance that a Release shall not extend to such unknown or unsuspected claims, demands or damages to the Releasor is hereby expressly waived.

Releasor covenants and agrees that he shall not at any time hereafter, commence, maintain or prosecute, or cause, encourage, or advise to be commenced, maintained or prosecuted, or assist in the prosecution of any action, suit, proceeding or claim before any court of administrative agency, federal, state or otherwise, against the Releasees, based in whole or in part upon or arising out of or in any way connected with any of the claims herein released.

Releasor specifically understands and agrees that neither Releasees nor any of their attorneys, consultants, employers, or representatives have made any representations to Releasor regarding the tax consequences of this Agreement. On the contrary, Releasor, as well as his attorney, if any, has been expressly advised to confer with consultants knowledgeable about the tax consequences of this Agreement and any payments made pursuant to it. Releasor and his attorney, if any, release Releasees from any and all liability in connection with any such tax consequences.

[REDACTED]

Releasor expressly acknowledges that payment of the consideration for this Release Agreement reflects a compromise of disputed claims; that said payment is not to be construed as an admission of liability on the part of Releasees which is expressly denied; and that said payment is intended merely to avoid litigation with respect to said claims.

Further, Releasor herein expressly acknowledges that the foregoing represents the sole and total consideration for this Release, and that Releasees have not made any promise or representation to Releasor other than as expressed herein; and that in executing this Release, Releasor has not relied on any promise or representation other than as expressed herein. It is further understood and agreed that Releasor shall dismiss with prejudice the entire above referenced lemon law proceeding.

It is further understood that this settlement is a confidential settlement, the terms of which will not be disclosed to any third person except as required by law. Releasor and his attorneys and representatives shall make no written or oral disclosure of any nature relating to this Agreement to any person or entity not a party to this litigation, except for disclosure to accountants for tax matters, disclosure of safety related information (excluding the terms and conditions, and amount of this settlement) to government and/or regulatory entities, or as otherwise required by law. Nothing in this Agreement shall be construed as preventing the parties from cooperating with any government investigation.

Releasor further states that he has read all of this Release, and that he fully understands all of the terms used and their significance and that he has signed this Release voluntarily.

This Release constitutes the entire agreement of the parties. There is no other agreement, written or oral, express or implied, between the parties except this Release. The terms of this Release are contractual, not merely a recital.

[SIGNATURE ON NEXT PAGE]



IN WITNESS WHEREOF, the RELEASOR has signed this AGREEMENT to be executed on the 22 day of June, 2022 intending to be legally bound by the terms of this Agreement, the undersigned has affixed their signatures this 22 day of June, 2022.




Steven Chelsen

STATE OF NEW YORK)
COUNTY OF Richmond)

SS.

ANNE ALEJANDRIA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AL6330060
Qualified in Richmond County
My Commission Expires 09-08-2023

On the 22 day of June in the year 2022 before me the undersigned, a Notary Public in and for said State, personally appeared  personally known to me provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument, and acknowledged to me that he executed the same in his capacity, and that his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.



Notary Public