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MARCH 24, 2026

VIA EMAIL: Bernice.Smarr@gm.com

General Motors LLC
Attn: Bernice Smarr
P.O. Box 33170
Detroit, MI 48232-5170

RE: NOTICE OF LEMON LAW CLAIM, DEMAND FOR REPLACEMENT OR REPURCHASE, AND PRESERVATION OF EVIDENCE
Client: [redacted]
Vehicle: 2024 Cadillac Escalade, VIN: [redacted]
Purchase Date: [redacted]
Purchase Price: $126,119.60

Dear Ms. Smarr:

Please be advised that this office represents [redacted] in connection with his claim against General Motors LLC ("GM") arising from recurring, unresolved defects and serious safety hazards affecting his 2024 Cadillac Escalade (VIN: [redacted] purchased on [redacted] from Sewell Cadillac in Katy, Texas. [redacted] is an "owner" within the meaning of Texas Occupations Code § 2301.601(2), as a person who purchased the motor vehicle at retail from a licensed dealer, is a resident of the State of Texas, and has registered the vehicle in this state. Please direct all future communications regarding this matter to my office.

I. REPAIR AND INCIDENT HISTORY

As set forth below, this vehicle has been subject to an extensive and escalating pattern of defects — beginning with electronic system failures and culminating in repeated, life-threatening loss-of-propulsion events — all occurring within 25,133 miles of ownership.

[redacted] — Serial Data Gateway Module (SDGM) Customer Satisfaction Program (6,781 miles)

The vehicle was presented for service under the Serial Data Gateway Module customer satisfaction program (Program No. [redacted] During the repair, Serial Data Gateway Module reprogramming via SPS initially returned an error, necessitating that the programming procedure be performed a second time before codes could be cleared (RO No. [redacted]). This early-mileage

programming failure was a precursor to the serial communication failures documented throughout subsequent repair visits.

October 2025 — ECM Software Update and L87 Engine Loss of Propulsion Recall (20,915 miles)

The vehicle underwent an ECM software update (RO No. [redacted] and was subjected to the L87 Engine Loss of Propulsion recall procedure (RO No. [redacted] which included Picoscope diagnostic testing, an oil and filter service using 0W-40 oil, and installation of an updated oil fill cap. The vehicle was recorded as having passed the recall procedure at that time. Notably, the vehicle subsequently experienced a catastrophic engine failure and multiple additional loss-of-propulsion events following this recall "resolution," establishing that the recall procedure failed to conform the vehicle to its applicable express warranty.

January 2026 — Highway Loss of Propulsion / Engine Failure (23,362 miles)

While [redacted] family was traveling on [redacted] the vehicle died while in motion, restarted, and then died again — creating an acute and dangerous situation in which [redacted] was forced to navigate across multiple lanes of active highway traffic to reach the shoulder safely. The dealership documented that no diagnostic trouble codes (DTCs) were found and that the battery and related fuse tested within specification. The vehicle was ultimately diagnosed with a spun bearing, and the engine was replaced (RO No. [redacted] This event constitutes a "serious safety hazard" as defined by Texas Occupations Code § 2301.601(4): a life-threatening malfunction that substantially impeded [redacted] ability to control or operate the vehicle for ordinary use and intended purposes, placing his family at grave risk of injury from active highway traffic.

During this same January repair visit, the dealership separately documented multiple loss-of-communication events involving the serial gateway module. A wiggle test revealed voltage fluctuations, and moving the harness from the dash area exposed an open circuit condition. Upon interior disassembly, technicians located and repaired a chafed wire on circuit #3340. This wiring defect is significant because it establishes an underlying electrical fault — distinct from the engine failure — that existed concurrently with, and may have contributed to, the propulsion loss events. The vehicle was released at 23,402 miles.

[redacted] — Remote Start / No Key Detected Event

[redacted] reported a remote start / "No Key Detected" fault event. This incident, combined with previously documented occurrences in which startup chimes and turn-signal sounds failed to function, reflects a continuing and unresolved pattern of electrical and communication system failures — consistent with the underlying wiring defects identified during the January engine replacement visit.

[redacted] — Post-Engine-Replacement Stall Event (23,771 miles)

Following the engine replacement, the vehicle stalled during an automatic stop/start event and failed to restart normally while stopped in traffic — presenting yet another dangerous situation. The dealership documented that no related DTCs or applicable technical service bulletins were found. The battery failed load testing and was replaced. During this same visit, the dealership also documented that power and ground tested within specification and that no related DTCs or bulletins were found, yet nonetheless diagnosed the fuel pump control module as failed and replaced it. The vehicle was released at 23,777 miles. The fact that critical components — the engine, battery, and fuel pump control module — have all required replacement within a narrow mileage band, with continuing symptom recurrence, is directly relevant to GM's inability to conform this vehicle to its express warranty.

[redacted] — Recurrence of Missing Startup and Turn-Signal Audible Alerts

The vehicle again exhibited the previously documented symptom of missing startup and turn-signal audible alerts. This recurrence confirms that the electrical system defects documented and purportedly repaired in January 2026 remain unresolved.

[redacted] — Second Highway Loss-of-Propulsion Event (25,133 miles)

Most critically, on [redacted], while [redacted] was entering [redacted] at approximately 55 miles per hour with his family in the vehicle, the Escalade accelerated briefly and then lost all acceleration. With no warning lights or messages displayed, and with no ability to safely operate the vehicle, [redacted] was compelled to exit immediately at [redacted] and cross four lanes of active feeder road traffic. During this maneuver, his family and he were exposed to active traffic and came dangerously close to being struck by a passing ambulance. His wife was required to contact a friend to retrieve her, their son, and their daughter from the scene. [redacted] was required to remain with the disabled vehicle until a tow truck arrived, and then to obtain Uber transportation home. The vehicle was towed to the dealership, as it was not safe to operate.

This event is unambiguously a "serious safety hazard" within the meaning of Texas Occupations Code § 2301.601(4), which defines that term as a life-threatening malfunction or nonconformity that "substantially impedes a person's ability to control or operate a motor vehicle for ordinary use or intended purposes." A vehicle that loses propulsion without warning at highway speed — for the second time — leaving a family stranded in active freeway traffic and resulting in a near-collision with emergency services, satisfies this definition squarely and without question.

II. APPLICABLE LEGAL AUTHORITY AND DEMAND

Texas Occupations Code § 2301.604(a) provides, in relevant part, that a manufacturer that is "unable to conform a motor vehicle to an applicable express warranty by repairing or correcting a defect or condition that creates a serious safety hazard or substantially impairs the use or market value of the motor vehicle after a reasonable number of attempts" must: (1) replace the motor vehicle with a comparable motor vehicle; or (2) accept return of the vehicle from the owner and refund the full purchase price, less a reasonable allowance for the owner's use of the vehicle, and any other allowances or refunds payable to the owner. The statute further requires the manufacturer to reimburse the owner for reasonable incidental costs resulting from loss of use of the motor vehicle due to the nonconformity or defect.

As detailed above, the criteria for the application of § 2301.604 are clearly satisfied. GM and/or its authorized dealership have made multiple repair attempts over a span of more than sixteen months — addressing the serial data gateway module, the ECM software, the engine loss-of-propulsion recall, a complete engine replacement, a wiring harness repair, a battery replacement, and a fuel pump control module replacement — and have nonetheless failed to conform this vehicle to its express warranty. The vehicle continues to exhibit the same core symptoms: loss of propulsion, electrical system faults, and communication failures. The two-highway loss-of-propulsion events — occurring after the recall procedure was performed and after the engine was replaced — make clear that GM has been unable to correct the defect or condition that creates a serious safety hazard.

Additionally, to the extent applicable, please be advised that this claim may also give rise to causes of action and remedies under the Texas Deceptive Trade Practices-Consumer Protection Act (DTPA), Tex. Bus. & Com. Code § 17.41 et seq., including but not limited to claims arising from misrepresentations regarding the quality, fitness, and conformity of the vehicle to express warranty, as well as the implied warranty of merchantability under the Texas Business and Commerce Code. The DTPA permits recovery of economic damages, mental anguish damages, additional statutory damages, court costs, and attorney's fees, and in cases involving knowing or intentional conduct, damages up to three times the amount of economic damages. My client expressly reserves all such rights and claims.

Accordingly, pursuant to Texas Occupations Code § 2301.604, my client demands that GM, within **fourteen (14) calendar days of receipt of this letter**, elect and perform one of the following:

(1) Replace the motor vehicle with a comparable new motor vehicle, of the same or equivalent value, without cost to [redacted]; **OR**

(2) Accept return of the vehicle from [redacted] and refund to him the full purchase price of the vehicle (including all collateral charges, taxes, and fees), less a reasonable allowance for his use of the vehicle calculated based solely on periods during which the vehicle was not out of service for repair, together with reimbursement of all reasonable incidental costs resulting from the loss of use of the vehicle, including towing charges, transportation costs (including Uber), and any other documented out-of-pocket expenses.

Failure to respond **within fourteen (14) days**, or failure to provide an acceptable written commitment to one of the above remedies within that time, will leave my client with no alternative but to pursue all available legal remedies aggressively, including the filing of a petition against General Motors LLC in a court of competent jurisdiction in Harris County, Texas, asserting claims under Texas Occupations Code § 2301.601 et seq., the Texas DTPA, and any other applicable statutes or common law theories, seeking actual damages, statutory damages, treble damages, attorney's fees, costs of court, pre- and post-judgment interest, and all other relief to which my client may be entitled in law or in equity. We have a petition prepared and ready for immediate filing.

III. PRESERVATION OF EVIDENCE

This letter constitutes a formal litigation hold and demand for preservation of evidence directed to General Motors LLC, its officers, employees, agents, subsidiaries, dealers, and any third parties acting on its behalf. You are hereby placed on notice that failure to preserve the evidence identified below may result in claims for spoliation, evidentiary sanctions, adverse inference instructions, and other appropriate relief.

GM and all relevant persons and entities are directed to immediately identify, preserve, protect, and maintain — without alteration, deletion, destruction, overwriting, or modification — all evidence, data, documents, records, and tangible items in any way related to the subject vehicle (VIN: [redacted] the defects described herein, and any applicable recalls, customer satisfaction programs, or warranty claims, including but not limited to:

- **Event Data Recorder (EDR) / "Black Box" data:** All data stored in the vehicle's EDR, including vehicle speed, throttle position, engine RPM, brake application, and all pre- and post-event data from all incidents, particularly the loss-of-propulsion events of January 2026 and [redacted]. This data must be downloaded and preserved immediately using qualified equipment in accordance with applicable protocols, as EDR data may be overwritten in subsequent ignition cycles. Any delay in preservation risks permanent loss of this critical evidence;
- **On-board diagnostic (OBD) data and module data:** All stored, pending, and historic diagnostic trouble codes and module data from all vehicle control modules, including the ECM, BCM, serial data gateway module, fuel pump control module, and any other relevant modules;
- **Telematics / OnStar data:** All data transmitted to or stored by GM's OnStar and/or Remote Access Plan systems relating to the subject vehicle, including vehicle health reports, diagnostic alerts, GPS data, connectivity logs, and any communications between the vehicle and GM's servers;
- **Warranty and repair records:** All records, repair orders, technician notes, parts orders, parts invoices, photographs, and communications related to any warranty or non-warranty repair of the subject vehicle, including all of the repair events described in this letter;
- **Recall and customer satisfaction program records:** All internal GM records, engineering analyses, field service action records, and communications relating to Program

No. 9107384 (SDGM), the L87 Engine Loss of Propulsion recall (No. N252494000), ECM update No. N252510320, and any related or successor programs;

- **Engineering and design records:** All engineering, design, testing, and validation documents related to the L87 engine, the serial data gateway module, the fuel pump control module, the battery management system, and the automatic stop/start system as installed in Mr. Mousavi's vehicle;
- **Internal communications:** All emails, text messages, memoranda, meeting notes, and other communications — whether electronic or physical — discussing the defects, complaints, or repair history of the subject vehicle or of vehicles of the same make, model, and model year affected by the same or similar defects;
- **Customer complaints:** All complaints, warranty claims, or reports received by GM related to the same or substantially similar defects in vehicles of the same make, model, and model year;
- **Physical evidence:** The original components removed from the subject vehicle during the repair events described above, including but not limited to the replaced engine, battery, fuel pump control module, and any wiring harness components, to the extent any such components remain in GM's or its authorized dealership's possession.

The obligation to preserve evidence described in this letter attaches immediately and extends through the final resolution of all claims arising from this matter. Please ensure that all relevant custodians within GM and at the dealership(s) involved in servicing this vehicle are notified of their preservation obligations without delay.

Please govern yourself accordingly. I look forward to your prompt written response no later than **April 7, 2026**.

Sincerely,

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