

Tab 84



Deposition of:
Clyde Alan Bulloch

September 9, 2021

In the Matter of:

**Won, Wesley et al. v. General Motors,
LLC**

Veritext Legal Solutions

800-734-5292 | calendar-dmv@veritext.com |

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

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

WESLEY WON, et al,
individually and on behalf
of all others similarly
situated,

Plaintiffs,

vs.

Civil Action No. 2:19-cv-11044

Hon. David M. Lawson

Mag. Judge David R. Grand

GENERAL MOTORS, LLC,

Defendant.

The CONFIDENTIAL Videotaped Videoconferenced

Deposition of CLYDE ALAN BULLOCH

Taken virtually via Zoom in Michigan

Commencing at 9:04 a.m.

Thursday, September 9, 2021

Before Mary Jo Power, CSR-1404, RPR, RMR, CRR

1 APPEARANCES:

2 (ALL PARTIES APPEARED VIA ZOOM VIDEOCONFERENCE)

3

4 THEODORE J. LEOPOLD

5 Cohen Milstein Sellers & Toll, PLLC

6 2925 PGA Boulevard

7 Suite 200

8 Palm Beach Gardens, Florida 33410

9 561.515.1400

10 tleopold@cohenmilstein.com

11 Appearing on behalf of the Plaintiffs

12

13 DOUGLAS J. McNAMARA

14 JULIA A. HORWITZ (Entered proceedings 12:23 p.m.)

15 KARINA G. PUTTIEVA

16 Cohen Milstein Sellers & Toll, PLLC

17 1100 New York Avenue NW East Tower

18 5th Floor

19 Washington, DC 20005

20 202.408.4600

21 dmcmamara@cohenmilstein.com

22 jhorwitz@cohenmilstein.com

23 kputtieva@cohenmilstein.com

24 Appearing on behalf of the Plaintiffs

25

1 STEVEN CALAMUSA
2 Gordon & Partners, P.A.
3 4114 Northlake Boulevard
4 Palm Beach Gardens, Florida 33410
5 561.799.5070
6 scalamusa@forthinjured.com

7 Appearing on behalf of the Plaintiffs

8
9 PAUL D. COLLIER
10 Kirkland & Ellis LLP
11 300 North LaSalle Drive
12 Chicago, Illinois 60654
13 312.862.2000
14 paul.collier@kirkland.com

15 Appearing on behalf of the Defendant

16
17 LINDSAY D. LONG (Entered proceedings during p.m.)
18 Bush Seyferth PLLC
19 100 West Big Beaver Road, Suite 400
20 Troy, Michigan 48084
21 248.822.7855
22 long@bsplaw.com

23 Appearing on behalf of the Defendant

24
25 ALSO PRESENT: Justin Dloski, video technician

1 certainly with General Motors vehicles, and especially
2 with their trucks and things of that sort, A, keep
3 them for a long time, correct?

4 MR. COLLIER: Objection: form.

5 THE WITNESS: Yeah, I think that--I--I--I
6 wouldn't dispute that there's examples where, you
7 know, folks keep their vehicles for a long time; and
8 examples where they--they--they don't as well, right.

9 BY MR. LEOPOLD:

10 Q. Right. And there's also examples where people early
11 on, because of the nature of their work, whatever,
12 exceed their warranty mileage within the--earlier than
13 the--whether it's a five-year warranty period or six
14 years, whatever it may be, correct?

15 A. Those--those are all scenarios that exist.

16 Q. Right. So the fact that General Motors didn't send
17 out any type of information, letters, or notify those
18 customers, there is--what--what do you say to those
19 customers who doesn't--do not have a warranty anymore?

20 A. Well, we--again, similar to my earlier responses,
21 we--we have honored our warranty commitments, and, you
22 know, if--if they desire to have the fluid exchange
23 outside of warranty, that's still available to them.

24 Q. Well, but they don't have warrant--in those situations
25 where their years have run or their mileage have run,

1 they don't have warranty. Are you telling--are you
2 telling us that somebody comes in, the dealer and
3 General Motors is just going to--because of the good
4 graces of General Motors, is just going to go ahead
5 and do all that warranty work for free?

6 MR. COLLIER: Objection: form.

7 THE WITNESS: No, I--within the warranty
8 period we will--we honor our warranty commitments.

9 BY MR. LEOPOLD:

10 Q. Sir, I'm not saying the--

11 A. The out of war--

12 Q. --warranty--I'm not saying the warranty period. I--I
13 told you this--I--I--I specifically excluded the
14 warranty period. These are people that fall outside
15 the warranty period. What do you tell those tens of
16 thousands of people who fall outside the warranty
17 period, since they were never informed that there was
18 an issue, and we know through the Weibull statistical
19 analysis there's eventually going to be an issue, we
20 know through the occurrence that it's a five, it's
21 almost certain to be an issue, they don't have
22 warranty anymore, what do you tell those people?

23 MR. COLLIER: Objection: form,
24 mischaracterizes the documents, foundation.

25 THE WITNESS: If--if someone experiences

1 shudder outside of the warranty period, and they come
2 to the dealer and wish to have it--wish to have it,
3 you know--I'll say wish to get the oil exchange, they
4 would--they would--they would be--they could pay to
5 have the oil exchange.

6 BY MR. LEOPOLD:

7 Q. So it's--it's--it's up to the customer at that point
8 in time; is that your testimony, Mr. Bulloch?

9 A. Outside of the warranty period, yes.

10 Q. But don't you think, going back to the engineering
11 ethics, there's a duty and obligation when an engineer
12 or a company that does engineering knows that there is
13 a problem, such as the problem that has been known
14 here since job one if not before job one, that they
15 should inform the customer?

16 Because in this situation General Motors
17 never told those people whose warranty was going to
18 run out. And had they known, they could have wandered
19 in within the warranty period. Wouldn't that be the
20 most appropriate and fair thing to do?

21 MR. COLLIER: Objection: form, foundation,
22 improper hypothetical.

23 THE WITNESS: Well again, I--we--we're--
24 we're honoring our warranty obligation.

25 BY MR. LEOPOLD:

1 Q. But those people, Mr. Bulloch, don't have any. So
2 basically those customers--excuse my acronym, but it
3 is SOL, correct? You know what that stands for?

4 MR. COLLIER: Same objections.

5 THE WITNESS: Again, I'm not going to
6 respond to that--sort of that description of the
7 situation.

8 BY MR. LEOPOLD:

9 Q. Well, Mr. Bulloch, if you owned a vehicle, and you
10 never knew there was a problem, but the manufacturer
11 knew there was a problem, and you didn't have warranty
12 anymore, and you took it into the dealership, and they
13 say, "Oh, yeah, there's been a problem for years."
14 You want to get it fixed, you don't have a warranty
15 anymore, you're going to have to pay for it; how would
16 that make you feel?

17 MR. COLLIER: Objection to form: improper
18 hypothetical.

19 THE WITNESS: You know, I would--you know,
20 I would recognize that, you know, the company had
21 upheld its warranty obligations to me, and at this
22 point the vehicle is out of warranty.

23 BY MR. LEOPOLD:

24 Q. Do you think that's--that's fair to the customer?

25 MR. COLLIER: Same objection.

1 THE WITNESS: Yes, I do.

2 BY MR. LEOPOLD:

3 Q. Thank you.

4 Now let me--let me go to the issue that
5 you've espoused a little bit earlier in terms of some
6 of the--the issues about providing--

7 A. Did we lose Ted, or did you guys lose me?

8 Q. No. No, I'm sorry. I'm back. I think I was on
9 mute--frozen, or maybe not. Seems like--

10 MR. COLLIER: Yeah, you went quiet--

11 THE WITNESS: Yeah, several--

12 MR. COLLIER: --there for a second, Ted.

13 MR. LEOPOLD: Okay.

14 MR. COLLIER: Yeah, sorry.

15 THE WITNESS: Yeah, everybody's sort of
16 frozen from my end, so...

17 BY MR. LEOPOLD:

18 Q. Okay.

19 A. But I can hear--I can hear you now Ted.

20 Q. Okay, thank you.

21 Why--why do you think that's fair to the
22 customer?

23 MR. COLLIER: Objection: form, foundation.

24 THE WITNESS: Again, we're holding up our
25 warranty--we held up, you know, we met our warranty

1 STATE OF MICHIGAN)

2 COUNTY OF OAKLAND) ss.

3 I, Mary Jo Power, CSR 1404, in and for the State
4 of Michigan, do hereby certify:

5 That, prior to being examined, the witness named in
6 the foregoing deposition was by me duly sworn to testify the
7 truth, the whole truth and nothing but the truth;

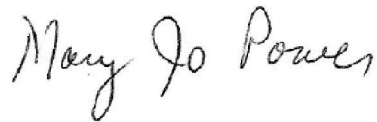
8 That said deposition was taken down by me
9 stenographically at the time and place therein named, and
10 thereafter transcribed via computer-aided transcription
11 under my direction, and the same is a true, correct and
12 complete transcript of said proceedings;

13 Before completion of the deposition, review of the
14 transcript was not requested. If requested, any changes
15 made by the deponent (and provided to the reporter) during
16 the period allowed are appended hereto.

17 I further certify that I am not interested in the
18 event of the action.

19 Witness my hand this 20th day of September, 2021.

20



21

MARY JO POWER, CSR-1404

22

Certified Shorthand Reporter

23

State of Michigan

24

My commission expires: December 12, 2024

25

Notarized using electronic/remote technology