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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	**Chapter 11 Case No.**
MOTORS LIQUIDATION COMPANY, *et al.*, f/k/a General Motors Corp., *et al.*	:	**09-50026 (REG)**
Debtors.	:	**(Jointly Administered)**
BOYD BRYANT, on behalf of himself and all others similarly situated,	:	**Adversary No. 09-00508 (REG)**
Plaintiffs,	:	
vs.	:	
MOTORS LIQUIDATION COMPANY, *et al.*, f/k/a General Motors Corp., *et al.*	:	
Defendants.	:	

DEBTORS' BRIEF IN SUPPORT OF
FINAL APPROVAL OF SETTLEMENT AND
FINAL CERTIFICATION OF SETTLEMENT CLASS

TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

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Motors Liquidation Company (f/k/a General Motors Corporation) ("**MLC**") and its affiliated debtors, as debtors in possession (collectively, the "**Debtors**"), respectfully represent:

Relief Requested

This matter concerns a purported nationwide class action based on an allegedly defective parking brake found in 1999-2002 GMC and Chevrolet pickups and/or SUVS. The action was transferred to this Court from an Arkansas bankruptcy court and follows from lengthy litigation and certification by an Arkansas state court of a nationwide class of automobile owners as set forth more fully herein.

On August 6, 2010, pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rule 23 of the Federal Rules of Civil Procedure (the "**Federal Rules**"), as made applicable by Rule 7023 of the Federal Rules of Bankruptcy Procedure, the Court held a preliminarily approval hearing and, on August 9, 2010, entered the Order Preliminarily Approving Settlement, Conditionally Certifying Settlement Class, Approving Cash Disbursement and Forms of Notice, and Setting Fairness Hearing, Docket No. 57 (the "**Preliminary Order**"). The Preliminary Order conditionally certified the Settlement Class, preliminarily approved the Settlement Agreement, approved the forms and timing of the Notice of Settlement, and set a Fairness Hearing for October 26, 2010. (*See generally* Prelim. Order.) The Preliminary Order further ordered that Class Counsel and/or Debtors' Counsel would file and serve upon each other all papers in support of their request for final approval of the Settlement Agreement at least seven (7) days before the Fairness Hearing.

Accordingly, consistent with the Preliminary Order and through this Brief in Support of Final Approval of Settlement and Final Certification of Settlement Class (the "**Brief**"), the Debtors request entry of a judgment: (i) finally approving that certain settlement

agreement (the "**Settlement Agreement**"), by and between the Debtors and class action plaintiff, Boyd Bryant ("**Bryant**"), on behalf of himself and a nationwide class of similarly-situated automobile owners (collectively, the "**Settlement Class**," and, together with the Debtors, the "**Parties**"); (ii) finally certifying the Settlement Class; and (iii) upholding the Court's approval of forms of class notice. The Settlement Agreement resolves disputes involving the class action lawsuit brought by Bryant against General Motors Corporation ("**GM**") and the related Claim Nos. 58625, 58626, and 58627 (collectively, the "**Bryant Proofs of Claim**"). A copy of the Settlement Agreement was attached as Exhibit A to the Debtors' Motion for Preliminary Approval of Settlement, for Conditional Certification of Settlement Class, To Approve Cash Disbursement and Forms of Notice, and to Set Fairness Hearing, Docket No. 6414 (the "**Approval Motion**"), and a copy of the proposed form of Judgment, revised to reflect that notice has been provided, is attached hereto as **Exhibit "A."**

As set forth more fully in both Debtors' Approval Motion and this Brief, entry of the Judgment is in the best interest of the Debtors and their creditors. The underlying Settlement Agreement contemplates resolution of the Bryant Proofs of Claim, which are in excess of $1 billion, for an "Allowed Claim" of $12 million, and consensual resolution through the Settlement Agreement significantly minimizes the financial burden, time, and uncertainty associated with litigating the matter through the time of trial. Moreover, the Settlement Agreement and Judgment are the result of a collaborative effort between the Parties and the statutory committee of unsecured creditors (the "**Creditors' Committee**") in these chapter 11 cases and is submitted to the Court for approval with the Creditors' Committee's support and consent.

Jurisdiction

This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

Relevant Background[1]

A. Preliminary Approval Hearing and Order

On August 6, 2010, the Court held a preliminarily approval hearing and, on August 9, 2010, entered the Preliminary Order. The Preliminary Order conditionally certified the Settlement Class, preliminarily approved the Settlement Agreement, and approved the forms and timing of the Notice of Settlement. (*See generally* Prelim. Ord.)

B. Notice to the Settlement Class

In the Preliminary Order, the Court approved and ordered the dissemination of the Notice of Settlement. (*See* Prelim. Ord. at 5-6.)

In conformance with that Preliminary Order, Bryant and provisionally-designated Class Counsel published, three times in the Monday-Thursday Edition of *USA Today,* on one-sixteenth (1/16) of a page, a summary form of notice (the "**Published Notice**") that concisely explains the nature of the settlement and directs readers to a settlement website and to a 1-800 telephone number. (*See* Declaration of Jeffrey D. Dahl Regarding Published Notice, Toll-Free Telephone Support and Settlement Website (the "**Dahl Decl.**") and appended exhibits, attached hereto as **Exhibit "B."**) The Published Notice ran in the *USA Today* on August 31, September 1, and September 2, 2010. (*See id.*) The full Settlement Agreement, the Mailed Notice, and the Reimbursement Claim Forms were also posted on a website, www.parkingbrakeclasssettlement.com, and a 1-800 telephone number was created to permit persons interested in the Settlement Agreement to order a copy of the full Settlement Agreement, the Mailed Notice, and/or a copy of the Reimbursement Claim Form and otherwise ask questions of the claims administrator, Dahl, Inc. (the "**Claims Administrator**"). (*Id.*)

[1] Unless otherwise stated, capitalized terms shall have the meaning ascribed in the Approval Motion.

In addition to notice by publication, MLC, aided by the bankruptcy claims agent, Garden City Group ("**GCG**"), also sent direct mail notice to each potential Bryant Class member who either: (i) made direct contact with Class Counsel; or (ii) was otherwise identifiable as having a specific interest in the Bryant Class Action. These mailed notices were mailed out on September 15, 2010, to approximately 6,000 persons. (*See* Affidavit of GCG ("**GCG Aff.**"), attached hereto as **Exhibit "C."**)

C. Objections to the Settlement Class

To date, no objections or opt-outs to the Settlement Agreement have been filed. The lack of same is a basis for approving the settlement.

The Settlement Agreement Should Be Approved by the Court Pursuant to Bankruptcy Rule 9019

For the reasons set forth in the Approval Motion and for the same reasons this Court preliminarily approved the Settlement Agreement, the Settlement Agreement should be finally approved pursuant to Rule 9019 of the Bankruptcy Rules.

Bankruptcy Rule 9019 provides, in part, that "[o]n motion by the [debtor-in-possession] and after notice and a hearing, the court may approve a compromise or settlement." Fed. R. Bankr. P. 9019(a). This rule empowers bankruptcy courts to approve settlements "if they are in the best interests of the estate." *Vaughn v. Drexel Burnham Lambert Group, Inc. (In re Drexel Burnham Lambert Group, Inc.)*, 134 B.R. 499, 505 (Bankr. S.D.N.Y. 1991). Moreover, the settlement need not result in the best possible outcome for the debtor but must not "fall below the lowest point in the range of reasonableness." *In re Drexel Burnham Lambert Group*, 134 B.R. at 505.

Here, the Settlement Agreement falls well above the "lowest point in the range of reasonableness," as it is fair and equitable and in the paramount interest of the Debtors and their

creditors. *See id.* While the Parties dispute factual and legal issues relevant to the disposition of the Bryant Adversary Proceeding and the Claim, the Debtors believe that the settlement is a favorable development for these chapter 11 cases, as it resolves numerous complicated legal and factual issues arising from the Bryant Adversary Proceeding and Bryant Proofs of Claim. The Settlement Agreement will alleviate the financial burden, time, and uncertainty associated with continued litigation of the Bryant Proofs of Claim and the Bryant Class Action Settlement.

Moreover, approval by the Court of the Settlement Agreement and the specific component of the Allowed Claim is consistent with this Court's October 6, 2009 Order Pursuant to 11 U.S.C. §105(a) and Fed. R. Bankr. P. 3007 and 9019(b) Authorizing the Debtors to (I) File Omnibus Claims Objections and (II) Establish Procedures for Settling Certain Claims (the "**De Minimis Order**"), [Docket No. 4180]. The De Minimis Order states, in relevant part, the following:

> If the Settlement Amount for a Claim is not a De Minimis Settlement Amount but is less than or equal to $50 million, the Debtors will submit the proposed settlement to the Creditors' Committee. Within five (5) business days of receiving the proposed settlement, the Creditors' Committee may object or request an extension of time within which to object. If there is a timely objection made by the Creditors' Committee, the Debtors may either (a) renegotiate the settlement and submit a revised notification to the Creditors' Committee or (b) file a motion with the Court seeking approval of the existing settlement under Bankruptcy Rule 9019 on no less than 10 days' notice. If there is no timely objection made by the Creditors' Committee or if the Debtors receive written approval from the Creditors' Committee of the proposed settlement prior to the objection deadline (which approval may be in the form of an email from counsel to the Creditors' Committee), then the Debtors may proceed with the settlement.

In accordance with the De Minimis Order, the Settlement Agreement, including the Allowed Claim, was submitted to the Creditors' Committee, which informed the Debtors that it has no objection to either the Settlement Agreement as a whole or to the Allowed Claim

component of the Settlement Agreement. Accordingly, it is appropriate for the Court to approve the Settlement Agreement, as the Debtors have already complied with the requirements of the De Minimis Order.

The Settlement Class Should Be Finally Certified, and the Settlement Agreement Finally Approved Pursuant to Rule 23

The Settlement Class should be finally certified pursuant to Rule 23(a) and (b) of the Federal Rules, and the Settlement Agreement should be finally approved pursuant to Rule 23 of the Federal Rules.[2]

A. Final Certification Is Proper Pursuant to Rules 23(a) and 23(b)

In its Preliminary Order, the Court preliminarily certified the Bryant Class for settlement purposes pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules "because the Miller County Action was certified prepetition as a nationwide class under the requirements of Arkansas Rule of Civil Procedure 23 . . . and because the Parties to the Settlement Agreement have stipulated, solely for purposes of settlement and entry of this Order, that the Arkansas class certification can be fully acknowledged and adopted by the Court." (Prelim. Order at 3.) For those reasons and for the additional reasons set forth by the Debtors in the Approval Motion and this Brief, the Court should certify on a final basis the Settlement Class, as defined in the Settlement Agreement, which mirrors the definition in the Arkansas Court's Certification Order.

Through the Certification Order, the Arkansas Court already made specific findings that are consistent with Rule 23, including the following:

- The class is so numerous that joinder of all members was impracticable;

[2] Rule 23, as made applicable by Rule 7023 of the Bankruptcy Rules, does not expressly provide for certification of settlement-only classes, but federal courts derive their authority to do so from Rule 23(d) of the Federal Rules, which authorizes this Court to "issue orders that [] determine the course of proceedings." 4 Newberg On Class Actions § 11:27 (4th ed.).

- There are questions of law or fact common to the class;
- Bryant's claims are typical of the claims of the absent class members;
- Bryant will fairly and adequately assert and protect the interests of the absent class members;
- Questions of law and fact common to the class predominate over any questions affecting only individual members; and
- Proceeding as a class is superior to other available methods for the fair and efficient adjudication of the controversy.

(*See* Certification Ord. (Ex. D to the Approval Mot.).)

In approving the Settlement Agreement, these specific findings should be adopted by this Court for purposes of finally certifying the Settlement Class, as Arkansas Rule of Civil Procedure 23 is patterned after and significantly similar to Rule 23. *See Williamson v. Sanofi Winthrop Pharm., Inc*., 60 S.W.3d 428, 434 (Ark. 2001) (Arkansas courts are instructed to "interpret[] [Arkansas] Rule 23 in the same manner as the federal courts interpret the federal counterpart."); *see also Frelin v. Oakwood Homes Corp.*, No. CIV-2001-53-3, 2002 WL 31863487, at *5 (Ark. Ct. App. Nov. 25, 2002) ("Authorities construing Federal Rule of Civil Procedure 23 are highly persuasive in Arkansas courts on class certification issues.").

B. The Settlement Agreement Satisfies Rule 23(e)

The Court also should finally approve the Settlement Agreement pursuant to Rule 23(e) of the Federal Rules.[3]

[3] In assessing a settlement, the court should neither substitute its judgment for that of the parties who negotiated the settlement, nor conduct a mini-trial on the merits of the action. *See Weinberger v. Kendrick*, 698 F.2d 61, 74 (2d Cir. 1982), *cert. denied*, 464 U.S. 818 (1993); *In re Milken & Assocs. Sec. Litig.*, 150 F.R.D. 46, 53 (S.D.N.Y. 1993). Indeed, recognizing that a settlement represents an exercise of judgment by the negotiating parties, the Second Circuit has cautioned that, while a court should not give "rubber stamp approval" to a settlement, "it must stop short of the detailed and thorough investigation that it would undertake if it were actually trying the case." *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 462 (2d Cir. 1974), *abrogated on other grounds*, 209 F.3d 43 (2d Cir. 2000); *see also In re Visa Check/MasterMoney Antitrust Litig.*, 297 F. Supp. 2d 503, 509 (E.D.N.Y. 2003), *aff'd*, 396 F.3d 96 (2d Cir.), *cert. denied*, 544 U.S. 1044 (2005).

In order to ensure that it is procedurally and substantively fair, reasonable, and adequate, Rule 23(e) of the Federal Rules requires court approval of all class action settlements. Courts examine procedural and substantive fairness in light of the "strong judicial policy favoring settlements" of class action suits. *Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 116 (2d Cir. 2005); *see also Spann v. AOL Time Warner, Inc.*, No. 02 Civ. 8238, 2005 WL 1330937, at *6 (S.D.N.Y. June 7, 2005) ("[P]ublic policy favors settlement, especially in the case of class actions."). And, "[a]bsent fraud or collusion, [courts] should be hesitant to substitute [their] judgment for that of the parties who negotiated the settlement." *In re EVCI Career Colls. Holding Corp. Sec. Litig.*, No. 05 Civ. 10240, 2007 WL 2230177, at *4 (S.D.N.Y. July 27, 2007). Finally, "in evaluating the settlement, the Court should keep in mind the unique ability of class and defense counsel to assess the potential risks and rewards of litigation; a presumption of fairness, adequacy and reasonableness may attach to a class settlement reached in arms-length negotiations between experienced, capable counsel after meaningful discovery." *McMahon v. Olivier Cheng Catering & Events, LLC*, 08-CV-8713 (PGG), 2010 WL 2399328, at *3 (S.D.N.Y. March 2, 2010) (citation omitted).

Here, the Settlement Agreement is procedurally fair, reasonable, adequate, and not a product of collusion. *See Wal-Mart Stores*, 396 F.3d at 116 (holding that procedural fairness turns on an examination of the negotiating process leading to the settlement); *D'Amato v. Deutsche Bank*, 236 F.3d 78, 85 (2d Cir. 2001). Rather, the Settlement Agreement is the product of extensive, arms-length negotiations conducted by experienced counsel with input from the parties. *See Leung v. Home Boy Rest. Inc.*, No. 07 Civ. 8779, 2009 WL 398861, at *1 (S.D.N.Y. Feb. 18, 2009). The Settlement Agreement results, in part, from active litigation in the underlying Arkansas Action, in which the Certification Order was appealed by GM all the

way to the United States Supreme Court and dueling transfer and remand motions were filed and, as to the remand motion, appealed by Bryant. Indeed, the litigation has been ongoing since February 2005, and it has involved two mediation sessions; extensive document and deposition discovery; the retention of experts; significant certification and transfer briefing; and the retention of specialized bankruptcy and appellate counsel.

The settlement also is substantively fair. In that regard, all of the factors set forth in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, which provides the analytical framework for evaluating the substantive fairness of a class action settlement, weigh in favor of final approval.

The "*Grinnell* factors" are: (i) the complexity, expense, and likely duration of the litigation; (ii) the reaction of the class to the settlement; (iii) the stage of the proceedings and the amount of discovery completed; (iv) the risks of establishing liability; (v) the risks of establishing damages; (vi) the risks of maintaining the class action through the trial; (vii) the ability of the defendants to withstand a greater judgment; (viii) the range of reasonableness of the settlement fund in light of the best possible recovery; and (ix) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. *See Grinnell*, 495 F.2d at 463.

Litigation through trial would be complex, expensive, and long. Therefore, the first *Grinnell* factor weighs in favor of final approval.

The Settlement Class's reaction to the Settlement Agreement was positive. The Notices of Settlement included an explanation of the allocation formula and estimates of each Settlement Class member's award. The Notices of Settlement also informed Settlement Class members that they could object to or exclude themselves from the settlement and explained how to do so. No Settlement Class member objected to the Settlement Agreement or requested

exclusion. This favorable response demonstrates that the members of the Settlement Class approve of the results, which supports final approval. *See Wright v. Stern*, 553 F. Supp. 2d 337, 344-45 (S.D.N.Y. 2008) (noting that where 13 out of 3,500 class members objected and 3 opted-out, "[t]he fact that the vast majority of class members neither objected nor opted out is a strong indication" of fairness). The second *Grinnell* factor weighs in favor of final approval.

The Parties have completed enough discovery to recommend settlement. The pertinent question is "whether counsel had an adequate appreciation of the merits of the case before negotiating." *McMahon*, 2010 WL 2399328, at *5 (citation omitted). The Parties engaged in aggressive discovery efforts, obtaining voluminous amounts of documents and taking over ten depositions. The resulting discovery allowed them to evaluate adequately the strengths and weaknesses of the case. The third *Grinnell* factor thus weighs in favor of the final approval.

The risk of establishing liability and damages further weighs in favor of final approval. "Litigation inherently involves risks." *In re Painewebber Ltd. P'ships Litig.*, 171 F.R.D. 104, 126 (S.D.N.Y. 1997), *aff'd*, 117 F.3d 721 (2d Cir. 1997). One purpose of a settlement is to avoid the uncertainty of a trial on the merits. *See In re Ira Haupt & Co.*, 304 F. Supp. 917, 934 (S.D.N.Y. 1969). Here, many facts, legal arguments, and damage amounts were in dispute. The Settlement Agreement eliminates these disputes and the uncertainty of trial. The fourth and fifth *Grinnell* factors thus weigh in favor of final approval.

The risk of maintaining class status throughout trial also weighs in favor of final approval. Absent a settlement of this action, the Debtors likely would have asked this Court to decertify the Bryant Class, which would have required additional rounds or briefing. Settlement eliminates the risk, expense, and delay inherent in this process. Consequently, the sixth *Grinnell* factor weighs in favor of final approval.

The Debtors' ability to withstand a greater judgment is clearly an issue given the Debtors' posture before this Court as bankrupt debtors. The seventh *Grinnell* factor thus weighs in favor of final approval.

Finally, the reasonableness of the settlement amount weighs strongly in favor of final approval. The determination of whether a settlement amount is reasonable "does not involve the use of a 'mathematical equation yielding a particularized sum.'" *Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 186 (W.D.N.Y. 2005) (quoting *In re Austrian & German Bank Holocaust Litig.*, 80 F. Supp. 2d 164, 178 (S.D.N.Y. 2000), *aff'd*, 236 F.3d 78 (2d Cir. 2001)). "Instead, 'there is a range of reasonableness with respect to a settlement-a range which recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion.'" *Id.* (quoting *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir.), *cert. denied*, 409 U.S. 1039 (1972)). Through the Settlement Agreement, the Settlement Class will receive an Allowed Claim from MLC, and the Claim immediately will be estimated in the amount of $12 million pursuant to 11 U.S.C. § 502(c)(3). This amount represents roughly one percent of the claimed $1.4 billion Claim; however, the Debtors' bankruptcy filing and successful transfer of the Arkansas Action to this Court over Bryant's strenuous opposition and appeal have caused unexpected delays and serious uncertainty for Bryant and the Settlement Class. *See In re Ionosphere Clubs, Inc.*, 156 B.R. 414, 427 (S.D.N.Y. 1993) ("[T]here is no reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a single percent of the potential recovery."), *aff'd*, 17 F.3d 600 (2d Cir. 1994). Moreover, if the Settlement Agreement is not approved, the Debtors have made clear that hey will vigorously oppose any allowance of Bryant's class-wide Claim, as the Debtors believe there is good precedent for denying class-wide relief in the

bankruptcy context. Regardless of which party ultimately will prevail in the claims reconciliation process and with regard to Bryant's purported class-wide Claim, there is uncertainty on both sides and, should the Debtors prevail, members of the purported class would be without a remedy from the Debtors for the allegedly defective parking brakes. Given these considerations, the settlement amount plainly falls within a reasonable range, and the eighth and ninth *Grinnell* factors weigh in favor of final approval.

Based on the foregoing and for the reasons set forth in the Court's Preliminary Order, including the Court's specific finding that the Settlement Agreement is in the best interests of the Debtors, their estates, creditors, and all parties in interest, including as to all members of the Class, and includes a settlement amount that is within the range of reasonableness pursuant to and within the meaning of Rule 9019 of the Bankruptcy Rules (and the Supreme Court's decision in *Protective Committee for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968), *reh'g denied*, 391 U.S. 909 (1968)) and Rule 23 of the Federal Rules, the Court should finally approve the Settlement Agreement. (*Accord* Prelim. Order at 2-3.)

The Approved Notice of Settlement Should Be Upheld

The Court's Preliminary Order approved two forms of notice to absent class members: Mailed Notice and Published Notice. Approval of that Settlement Notice should be upheld, as it is in full compliance with the notice requirements of due process, federal law, the Constitution of the United States, and any other applicable law. *See Green v. Am. Express Co.*, 200 F.R.D. 211, 212 (S.D.N.Y. 2001); *In re Nazi Era Cases Against German Defendants Litig.*, 198 F.R.D. 429, 441 (D.N.J. 2000); 4 Newberg on Class Actions § 11.72.

In accordance with the Preliminary Order, the Mailed Notice was transmitted by the Debtors, by first class mail, to absent class members that have an accessible warranty

database record or other record reasonably accessible to the Debtors, including with New GM, revealing payment of out-of-pocket monies for parking brake repairs. (*See* Settlement Agmt. 1.26; 1.31; 1.37 (Ex. A to the Approval Mot.).) This notice was sent on September 15, 2010, to approximately 6,000 persons. (*See* GCG Aff. (Ex. C.).) This notice method clearly is "appropriate" and "reasonable" under Rule 23(c)(2)(a) and 23(e)(1). *See Schroeder v. City of N.Y.*, 371 U.S. 208, 212-13 (1962) (requiring mailing of notice to class members whose addresses are known or easily ascertainable), *remittitur amended by*, 189 N.E.2d 622 (N.Y. 1963); *accord Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 175 (1974).

Additionally, in accordance with the Preliminary Order, Bryant and provisionally-designated Class Counsel published, three times in the Monday-Thursday Edition of *USA Today*, on one-sixteenth (1/16) of a page, a summary form of notice that concisely explains the nature of the settlement and directs readers to a settlement website and a 1-800 telephone number. (*See* Dahl Decl. and attached notices (Ex. B.).) Published Notice ran on August 31, September 1, and September 2, 2010 in the USA Today. (*See id.*) The full Settlement Agreement, the Mailed Notice, and the Reimbursement Claim Forms are posted on the website, and the 1-800 telephone number allows persons interested in the Settlement Agreement to order a copy of the full Settlement Agreement, the Mailed Notice, and/or a copy of the Reimbursement Claim Form. (*See id.*) The Published Notice has proved to be a useful supplement to the individually transmitted Mailed Notice because it was easily viewable by purchasers of the relevant vehicles and was designed to reach a wide audience. *See Weinberger*, 698 F.2d at 71 (approving plan of individual and publication notice); *In re Prudential Sec. Inc. Ltd. P'ships Litg.*, 163 F.R.D. 200, 210-11 (S.D.N.Y. 1995) (same).

These forms of Notice of Settlement informed the Settlement Class, in easily-understandable language, about: (i) the nature of the Bryant Adversary Proceeding and the Claim, including the claims asserted; (ii) the definition of the conditionally-certified class; (iii) the terms of the Settlement Agreement in summary; (iv) the specific benefits being provided to the Settlement Class; (v) the nature and extent of the released claims; (vi) the process for making an objection; (vii) the date, time, and location of the Fairness Hearing; and (viii) the ramifications of not objecting to certification of the Settlement Class or approval of the Settlement Agreement. (*See generally* Dahl Decl. (Ex. B).) Moreover, both forms of notice provide a specific electronic mail inquiry address to which requests for further information may be directed to Class Counsel. (*See id.*)

For the foregoing reasons and those set forth in the Approval Motion, the Court should uphold and affirm its holding in the Preliminary Order, that the manner and content of the Notice of Settlement accords with due process and satisfies the requirements of Rule 23 of the Federal Rules. *See In re Baldwin-United Corp.*, 105 F.R.D. 475, 485 (S.D.N.Y. 1984) (approving notice of certification of a settlement class that described pendency of the class action, terms of the proposed settlement, status of proceedings, legal effect of the settlement, rights to opt-out or object, and the right to appear at the fairness hearing.); *see also* Manual For Complex Litig. §§ 21.31, 21.311 (4th ed. West 2004).

WHEREFORE the Debtors respectfully request entry of an order granting the final relief requested in the Approval Motion, the Brief, and the final Judgment and such other and further relief as is just.

Dated: New York, New York
October 19, 2010

/s/ Joseph H. Smolinsky

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EXHIBIT A

HEARING DATE AND TIME: October 26, 2010 at 8:45 a.m. (Eastern Time)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	**Chapter 11 Case No.**
MOTORS LIQUIDATION COMPANY, *et al.*, f/k/a General Motors Corp., *et al.*	:	**09-50026 (REG)**
Debtors.	:	**(Jointly Administered)**
BOYD BRYANT, on behalf of himself and all others similarly situated,	:	**Adversary No. 09-00508 (REG)**
Plaintiffs,	:	
vs.	:	
MOTORS LIQUIDATION COMPANY, *et al.*, f/k/a General Motors Corp., *et al.*	:	
Defendants.	:	

JUDGMENT

That certain settlement agreement dated July 22, 2010, and amended August 5, 2010 (as amended, the "**Settlement Agreement**"), by and between the Debtors and class action plaintiff, Boyd Bryant ("**Bryant**"), on behalf of himself and a nationwide class of similarly situated persons, which has been executed by counsel on behalf of the Parties[1] to this action, provides for the resolution of disputes between the Debtors and the Settlement Class, subject to final approval by this Court of its terms and to the entry of this judgment (the "**Judgment**"). In that Settlement Agreement, the Debtors deny any wrongdoing, fault, violation of law, or liability for damages or relief of any sort, and they object to the certification of any class except

[1] All capitalized terms used in this Judgment shall have the same meaning as defined in the Settlement Agreement.

certification of the Settlement Class for settlement purposes only.

Pursuant to the Order of Preliminary Approval, entered August 9, 2010, the Court approved the Mailed Notice and Published Notice to be delivered in accordance with the Settlement Agreement and as set forth in that Order of Preliminary Approval, and also preliminarily approved the Settlement Agreement, conditionally certified the Class, approved of a cash disbursement in the amount of one hundred thousand dollars ($100,000.00) from the Debtors' bankruptcy estates, and set a date for a Fairness Hearing.

The Parties have applied to the Court for final approval of the Settlement Agreement, and the Parties have submitted this Judgment for entry. A Fairness Hearing was held before the Court on October 26, 2010, to consider, among other things, whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate under Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and whether the Settlement Class should be finally certified pursuant to Rules 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure (the "**Federal Rules**").

After considering: (i) the memoranda submitted by the Debtors, Bryant, and provisionally-designated Class Counsel on behalf of the Parties; (ii) the Settlement Agreement and all exhibits thereto; (iii) the record of this proceeding, including the evidence presented at the Fairness Hearing; (iv) the representations and arguments of counsel for the respective Parties; and (v) the relevant law based upon the findings of fact and law identified below and implicit in this Judgment,

It is hereby ORDERED, ADJUDGED, AND DECREED that:

1. The Settlement Agreement is the product of good faith, arm's-length negotiations by the Parties, each of whom was represented by experienced counsel.

A. Certification of the Settlement Class.

2. The Court, solely for purposes of this settlement, adopts the following findings of the Arkansas Court:

(i) The members of the Settlement Class are all so numerous that joinder of all members would be impracticable;

(ii) Questions of law and fact exist that are common to the claims of the members of the Settlement Class;

(iii) The claims and defenses of Bryant are typical of the claims of the Settlement Class;

(iv) Bryant has fairly and adequately protected the interests of the Settlement Class and has fairly and adequately represented the Settlement Class;

(v) Class Counsel are adequate, qualified, experienced, and competent to protect the interests of the Settlement Class, and in fact have fairly and adequately represented the interests of the Settlement Class;

(vi) A class action is superior to other available methods for the fair and efficient adjudication of the action; and

(vii) There are questions of law and fact common to the Settlement Class which predominate over any individual questions.

3. In addition, where a class action has been certified prepetition, bankruptcy courts have deemed it unnecessary to conduct a class certification analysis. While this Court has conducted a certification analysis, the prepetition certification in the present case and the Parties' stipulations in the Settlement Agreement, solely for the purposes of this settlement, support the Court's approval of the Settlement Agreement. Accordingly, the Court finds that the Settlement Class, as proposed in the Settlement Agreement, meets all of the requirements for certification of

a settlement class under Rules 23(a) and 23(b)(2) of the Federal Rules, and, the Court, therefore, finally certifies the Settlement Class comprised of:

> Any "owner" or "subsequent owner" of 1999-2002 1500 Series pickups and utilities originally equipped with an automatic transmission and a PBR 210x30 Drum-in-Hat parking brake system utilizing a high-force spring clip retainer,[2] that registered his vehicle in any state in the United States.
>
> Excluded from the Settlement Class are the following individuals or entities:
>
> (i) Individuals or entities, if any, who timely opt out of this proceeding using the correct protocol for opting out that will be formally established by the Court;
>
> (ii) Any and all federal, state, or local governments, including, but not limited to, their departments, agencies, divisions, bureaus, boards, sections, groups, counsels, and/or subdivisions;
>
> (iii) Any currently sitting Arkansas state court judge or justice in the current style and/or any persons within the third degree of consanguinity to such judge or justice;
>
> (iv) Any person who has given notice to GM, by service of litigation papers or otherwise, and alleged he or she has suffered personal injury or collateral property damage due to an alleged defect in any braking component, including the parking brake, in 1999-2002 1500 Series pickups and utilities originally equipped with an automatic transmission and a PBR 210x30 Drum-in-Hat parking brake system utilizing a high-force spring clip retainer; and
>
> (v) Any person, "owner", or "subsequent owner" whose GM vehicle was included in GM's July 2005 recall bulletin No. 05042, or any supplements or amended versions of that bulletin issued during 2005.

[2] The term "1999-2002 1500 Series pickups and utilities originally equipped with an automatic transmission and a PBR 210x30 Drum-in-Hat parking brake system utilizing a high-force spring clip retainer" refers to the following GM model-year and model coded vehicles equipped with automatic transmissions:

1500 Series Pickups:	C-K15703 (MY 99-02)
	C-K15753 (MY 99-02)
	C-K15903 (MY 99-02)
	C-K15953 (MY 99-02)
1500 Series Utility:	C-K15706 (MY 00-02)
	C-K15906 (MY 00-02)
	C-K15936 (MY 02 only)

4. The Court specifically finds that no excessive compensation award has been proposed for Class Counsel and that Class Counsel are fair and adequate representatives of the interests of the Class. Accordingly, the Court finally approves the designation of David W. Crowe and John W. Arnold of Bailey/Crowe & Kugler, LLP, and James C. Wyly and Sean F. Rommel of Wyly-Rommel, PLLC, as Class Counsel.

5. The Court specifically finds that Bryant, as Class Representative, has not received unduly preferential treatment and that Bryant, as Class Representative, is a fair and adequate representative of the interests of the Class with claims typical of members of the Class. Accordingly, the Court finally approves the designation of Bryant as the appointed Class Representative.

B. Notice to the Settlement Class Members.

6. In accordance with the Settlement Agreement and the Order of Preliminary Approval, the Debtors mailed, at their cost and expense, the approved Mailed Notice in accordance with the terms of that Order of Preliminary Approval. The Class Representative and Class Counsel, in association with the Claims Administrator, further published the approved Published Notice in accordance with the Order of Preliminary Approval. The Class Representative and Class Counsel, in association with the Claims Administrator, also established a website and 1-800 number, which was identified in the approved Mailed and Published Notice, for the purpose of enabling members of the Class to obtain copies of the notice and to make inquiries with respect to the Settlement Agreement. The Court reaffirms and specifically finds that this notification was in full compliance with the notice requirements of due process, federal law, the Constitution of the United States, and any other applicable law.

C. Approval of the Settlement Agreement under Rule 9019 of the Bankruptcy Rules and Rule 23(e) of the Federal Rules.

7. Pursuant to Rule 9019 of the Bankruptcy Rules and Rule 23(e) of the Federal Rules, the Court finally approves the Settlement Agreement and all terms set forth therein and specifically finds that the Settlement Agreement, in all respects:

(i) Is fair, reasonable, and adequate;

(ii) Is in the best interests of the Debtors' estates and of all members of the Settlement Class;

(iii) Is the product of serious, informed, non-collusive negotiations;

(iv) Resulted from extensive arm's-length negotiations;

(v) Has no obvious deficiencies;

(vi) Does not improperly grant preferential treatment to the Class Representative or segments of the class; and

(vii) Falls within the reasonable range of approval.

8. Accordingly, the relief to be provided to the Settlement Class contained in the Settlement Agreement is hereby approved pursuant to and within the meaning of Rule 9019 of the Bankruptcy Rules and Rule 23 of the Federal Rules, and Plaintiffs are hereby granted an allowed general unsecured claim against MLC in the amount of twelve million dollars ($12,000,000.00).

D. Cash Settlement Fund and Distributions to the Settlement Class.

9. Pursuant to the Order of Preliminary Approval and the terms of the Settlement Agreement, the Debtors deposited the sum of one hundred thousand dollars ($100,000.00) cash into an Escrow Account established by Plaintiffs to be utilized by Class Counsel, on behalf of the Class, for the sole purpose of defraying Administration Expenses.

10. With respect to the Cash Settlement Fund and distributions to the Settlement Class, the Court specifically authorizes and directs Class Counsel and the Settlement Class to further administer the Cash Settlement Fund and otherwise make distributions to the Settlement Class in accordance with the Settlement Agreement as follows:

(i) Class Counsel is authorized to (1) sell, transfer, assign, and/or otherwise monetize the Allowed Claim, either individually or through a broker, and/or (2) monetize any shares, warrants, options, or other property received from Debtors as part of any chapter 11 plan in any commercially reasonable manner. The resulting cash proceeds from the foregoing activities shall be placed in the Escrow Account, and the Claims Administrator shall account for any and all disbursements from the Escrow Account.

(ii) Additionally, that Cash Settlement Fund will include either: (1) the cash proceeds resulting from any sale of shares, in the open market or otherwise, of New GM stock distributed from the Debtors' bankruptcy estates to satisfy the Allowed Claim, or (2) the cash proceeds resulting from any sale and/or assignment of the Allowed Claim to any third party.

(iii) Cash distributions to members of the Settlement Class will be made on a *pro rata* basis from that Net Cash Settlement Fund and will be allocated by the establishment of and in accordance with the following three settlement tiers:

- **Tier One.** On a *pro rata* basis, up to the amount of money actually spent by any Class Member to repair the defective Parking Brake within the warranty period (which is 3 years/36,000 miles, but a longer warranty period applies for Cadillacs). Must be an actual out-of-pocket expense, and proof of expenditure for Parking Brake repairs is required in order to receive this reimbursement.

- **Tier Two.** On a *pro rata* basis, up to $150.00 for any Class Member who actually spent money to repair the defective Parking Brake up to two (2) years beyond expiration of the vehicle's warranty period (which is 3 years/36,000 miles, but a longer warranty period applies for Cadillacs). Must be an actual out-of-pocket expense, and proof of expenditure for Parking Brake repairs is required in order to receive this reimbursement.

- **Tier Three.** For any Class Member who actually spent money to repair the defective Parking Brake more than two (2) years beyond the expiration of the vehicle's limited warranty period (which is 3 years/36,000 miles, but a longer warranty period applies for Cadillacs), on a *pro rata* basis, a payment of up to $75.00, but proof of expenditure for Parking Brake repairs is required in order to receive this reimbursement.

(iv) Each Distribution Check shall be accompanied by a transmittal notice as more fully set forth in the Settlement Agreement. In order to obtain payment of any amount from the Net Cash Settlement Fund, members of the Settlement Class must endorse a Distribution Check and present it to a payor bank within thirty (30) days after the Distribution Date.

(v) If any member of the Settlement Class fails to endorse a Distribution Check and to present it to a payor bank within thirty (30) days after the Distribution Date, the Claims Administrator shall stop payment of that Distribution Check and the amount represented by that Distribution Check shall constitute part of the Final Unclaimed Fund, as provided in the Settlement Agreement.

(vi) Failure of a member of the Settlement Class to endorse a Distribution Check or to present it to a payor bank shall not relieve such member of the Settlement Class from the binding effect of the Final Judgment dismissing the Settled Claims with prejudice, or affect such member of the Settlement Class's release of Settled Claims.

(vii) No member of the Settlement Class shall have any claim against the Settling Parties, Class Counsel, or Debtors' Counsel, based on distributions made substantially in accordance with the Settlement Agreement (including the Plan of Allocation) and any orders of this Court.

(viii) Within thirty (30) days after the Distribution Date, the Claims Administrator shall certify to the Parties the amount in the Final Unclaimed Fund, including all funds unused for the payment of claims, plus all interest accrued.

(ix) The Circuit Court of Miller County, Arkansas will have the exclusive right, ability and power to issue orders, judgments, or decrees effecting the distribution of the Final Unclaimed Fund.

(x) As set forth more fully in the Settlement Agreement, Class Counsel shall, upon written request, and within ten (10) days after such written request, be required to account to Debtors for all disbursements or payments from the Escrow Account. Any unused portion of the $100,000.00 placed in the Escrow Account, that was used to defray Administration Expenses, shall be returned to the Debtors within thirty (30) days after the duties of the Claims Administrator have been concluded.

E. Objections to the Settlement Agreement and Proposed Settlement.

11. To date, no objections or opt-outs to the Settlement Agreement have been filed. The lack of same is a basis for approving the settlement.

F. Release and Dismissal.

12. As of the Effective Date, all members of the Settlement Class, on behalf of themselves, their successors, heirs, and assigns, shall be deemed to have released all of their Settled Claims, and shall be forever barred from prosecuting any action against the Released Parties based on or arising out of the Settled Claims. The release, as more fully set forth in the

Settlement Agreement releases and discharges the Released Parties from the Settled Claims and any all liability of the Released Parties with respect to Settled Claims.

13. The release, effective as of the Effective Date, of Settled Claims by the members of the Settlement Class also releases all claims of Class Counsel against the Released Parties with respect to or arising from the Settled Claims.

14. Subject to Paragraphs 1.7, 1.44, 1.47, and 2.1(f) of the Settlement Agreement, the Court hereby dismisses with prejudice all Settled Claims by all members of the Settlement Class and their successors and assigns as against the Released Parties.

15. This Section F shall apply to the members of the Settlement Class, their successors, heirs, and assigns, regardless of whether or not any individual member of the Settlement Class receives notice of the settlement or receives, cashes, or deposits a Distribution Check.

G. Appeal.

16. This Judgment is a final decision and is appealable pursuant to 28 U.S.C. § 1291.

H. Continuing Jurisdiction.

17. Notwithstanding the entry of this Judgment, the Court shall retain continuing jurisdiction over the Settling Parties, but only with respect to the matters between the Settling Parties addressed in the Judgment.

18. The Court's continuing jurisdiction shall include jurisdiction to order injunctive relief for the purposes of enforcing, implementing, administering, construing, and interpreting the Settlement Agreement.

19. Notwithstanding the foregoing, the Circuit Court of Miller County, Arkansas, shall have the exclusive right, ability, power, and jurisdiction to issue orders, judgments, or decrees effecting the distribution of the Final Unclaimed Fund.

I. Attorney Fee Award, Costs, and Incentive Award.

20. Subject to the terms of the Settlement Agreement and those restrictions further set forth in this Paragraph 20, Class Counsel is entitled to an Attorney Fee Award not to exceed the amount of 33 percent (33%) of the Allowed Claim or four million dollars ($4,000,000.00) cash, whichever is greater. The Court approves the process by which Class Counsel is paid as set forth in the Settlement Agreement, whereby Class Counsel will initially be paid thirty-three percent (33%) of the Cash Settlement Fund, which shall be the cash proceeds of the Allowed Claim; thereafter, in the event a Final Unclaimed Fund exists, and Class Counsel's initial attorney fee payment was less than $4,000,000.00 cash, and members of the Settlement Class with approved claims have been, to the extent possible, made one hundred percent (100%) whole with respect to their claimed out-of-pocket expenditures for Parking Brake repairs, Class Counsel may then receive up to the difference between the initial attorney fee payment and $4,000,000.00 cash. The Court specifically finds this Attorney Fee Award to be reasonable and within the range of attorney fee awards customarily awarded in similar circumstances and to meet all fee criteria set forth in *Goldberger v. Integrated Research, Inc.*, 209 F.3d 43, 47-50 (2d Cir. 2000) and hereby finally approves of the same.

21. Class Counsel is entitled to reimbursable costs and expenses of two hundred ninety thousand dollars ($290,000.00) cash, which the Court finds is reasonable and within the range of reimbursable costs and expenses customarily awarded in similar circumstances.

22. Bryant is entitled to an Incentive Award of ten thousand dollars ($10,000.00) cash, which the Court finds is reasonable and within the range of incentive awards customarily awarded in similar circumstances.

J. Material Modification.

23. Subject to Paragraph 3.1 of the Settlement Agreement concerning modifications to the Attorney Fee Award, Reimbursable Costs and Expenses Awarded, and an Incentive Award to Bryant, in the event that the terms of the Settlement Agreement or this Judgment are materially modified upon any appeal, either Party may seek to set aside this Judgment upon application to this Court within twenty (20) days of such material modification.

Dated: New York, New York
_____, 2010

_____
United States Bankruptcy Judge

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	Chapter 11 Case No.
MOTORS LIQUIDATION COMPANY, *et al.*, f/k/a General Motors Corp., *et al.*	:	09-50026 (REG)
Debtors.	:	(Jointly Administered)
BOYD BRYANT, on behalf of himself and all others similarly situated, Plaintiffs,	:	Adversary No. 09-00508 (REG)
vs.	:	
MOTORS LIQUIDATION COMPANY, *et al.*, f/k/a General Motors Corp., *et al.*	:	
Defendant.	:	

DECLARATON OF JEFFREY D. DAHL REGARDING PUBLISHED NOTICE, TOLL-FREE TELEPHONE SUPPORT AND SETTLEMENT WEBSITE

I, Jeffrey D. Dahl, declare as follows:

1. I am President of Dahl, Inc. ("Dahl"). I am a nationally recognized expert with over fifteen years of experience in class action settlement administration. I have provided claims administration services for more than 300 class actions involving securities, product liability, fraud, property, employment and discrimination. I have experience in all areas of settlement administration including notification, claims processing and distribution. I have served as a Distribution Fund Administrator for the U.S. Securities and Exchange Commission.

2. I am responsible for supervising the services provided by Dahl in accordance with the terms of the Settlement Agreement for this action. I am over 21 years of age and am not a

party to this action. I have personal knowledge of the facts stated herein and, if called as a witness, could and would testify competently thereto.

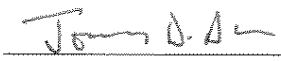
3. This affidavit describes *(i)* the publication of the Published Notice; *(ii)* the operation of a toll-free Settlement Information Line, and *(iii)* the implementation of a settlement website.

4. Dahl worked with counsel to format the Published Notice into a format suitable for publication. As required under paragraph 1.38 (b) of the Settlement Agreement, Dahl caused the Published Notice to appear in three Monday-Thursday editions of *USA Today*, on Tuesday, August 31, 2010, Wednesday, September 1, 2010 and Thursday, September 2, 2010. Proof of publication and a tear sheet of the Published Notice is attached as Tab A.

5. Dahl established an automated toll-free Settlement Information Line (1-866-258-7416) with frequently asked Settlement questions and answers. Dahl developed the script for the Settlement Information Line based on the approved Notice and Reimbursement Claim Form content. Scripting was reviewed and approved by counsel. In addition to the recorded Settlement information, callers are given the option to leave a message to request that a Notice and Reimbursement Claim Form be mailed to them. The Settlement Information Line has been operational since August 31, 2010.

6. Dahl established a settlement website at www.ParkingBrakeClassSettlement.com. Dahl worked with counsel to develop the website content. The website contains general information about the Settlement, frequently asked Settlement questions and answers, a list of important dates, and links for visitors to download the Notice and Reimbursement Claim Form and the Settlement Agreement. The settlement website has been active since August 31, 2010.

I declare under penalty of perjury, that the foregoing is true and correct to the best of my knowledge. Executed this 18th day of October, 2010 in Faribault, Minnesota.



Jeffrey D. Dahl

TAB A

Tab A

USA TODAY
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GANNETT

VERIFICATION OF PUBLICATION

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

Being duly sworn, Stacey Moore says that she is the principal clerk of USA TODAY, and is duly authorized by USA TODAY to make this affidavit, and is fully acquainted with the facts stated herein: on **Tuesday 8/31/10, Wednesday 9/1/10 and Thursday 9/2/10** the following legal advertisement –**ATTENTION 1999-2002 GMC, Chevrolet, Cadillac Pickup and SUV Owners** was published in the national editions of **USA TODAY.**

Stacey Moore
Principal Clerk of USA TODAY
September 2, 2010

This 2 day of Sept month
2010 year.

Erika Leigh Fowler
Notary Public

ERIKA LEIGH FOWLER
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
REGISTRATION NO. 7146192
MY COMM. EXPIRES 10/31/2014

Ovary removal can boost survi

'Powerful' for those with BRCA mutation

By Liz Szabo
USA TODAY

For the first time, a study out today has found that women with certain high-risk genetic mutations — which dramatically increase the risk of breast and ovarian cancers — were more likely to survive if they had preventive surgery to remove healthy ovaries and fallopian tubes.

Earlier studies have shown that removing the ovaries and tubes of women with mutations in the BRCA1 and BRCA2 genes reduces the risk of ovarian and breast cancer, and that mastectomies nearly eliminate the risk of breast tumors. Doctors have assumed both procedures save lives, says Noah Kauff of New York's Memorial Sloan-Kettering Cancer Center, who wasn't involved in the new study.

Health

But removing young women's ovaries can put them into instant menopause, says Claudine Isaacs of Georgetown's Lombardi Comprehensive Cancer Center, co-author of the study in *The Journal of the American Medical Association*. Neither surgery removes all cancer because some tumor cells linger even after surgery.

In fact, in the general population, removing the ovaries before age 45 actually increases the

Preventive surge

A new study shows that o in high-risk women three

Death from:	S
Breast cancer	
Ovarian cancer	
Any cause	

Source: The Journal of the American Med

USA TODAY usatoday.com

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NOTICES

LEGAL NOTICE

ATTENTION
1999-2002 GMC, Chevrolet, Cadillac Pickup and SUV Owners

If you originally purchased or now own a model-year 1999-2002 GMC, Chevrolet, or Cadillac pickup truck or SUV, you may have rights in a class action settlement regarding a defective parking brake in your vehicle. Preliminary approval of the class action settlement was made by the Hon. Robert Gerber, United States Bankruptcy Judge for the Southern District of New York in the following matter: *Boyd Bryant, On Behalf of Himself and All Others Similarly Situated v. Motors Liquidation Company et al;* Adversary No. 09-00508 (REG); In the United States Bankruptcy Court for the Southern District of New York. If you are a Class Member who, since 1998 has paid out of pocket for parking brake repairs on your model-year 1999-2002 GMC, Chevrolet, or Cadillac pickup truck or SUV, and possess proof of such payment, you may be entitled to *pro rata* cash reimbursement under the terms of a Settlement Agreement. If you are a Class Member, you may i) remain in the Class and send in your Reimbursement Claim Form ("RCF"); ii) remain in the Class, but object to it; or iii) opt out of the Class and be excluded from participating in the Settlement Agreement. To view the steps necessary to submit an RCF, to object to the Settlement Agreement, or opt out of the Class; to view the terms of the Settlement Agreement; or to view the full version of this Notice, call (866) 258-7416 (toll free), or www.ParkingBrakeClassSettle-

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...ir former dropouts back to ...ssroom.

...ney's Kids were chosen to ...her. Two days before the ...ng, a group of students ...ranada Elementary visited ...o sing *Happy Birthday* for ...hool's 50th anniversary. ...tudents impressed GCU

The Arizona Republic

More information and a video of Sydney's Kids are at thepromise.azcentral.com.

...istrators who, the next ...made them a promise: If ...grades and test scores were ...enough to get in, they ...go to the university free. ...ando Rivera was one of ...students. Now 18, he re- ...ers the parents being ...excited than the children. ...iestly," he says, "at the ...didn't understand it." ...hursday, freshmen Jessica ...Cameron Stafford and Da- ...k chatted in Daron's dorm ...Jessica, like Armando, ...be a doctor and will ma- ...biology. Daron will study ...s. Cameron is thinking of ...s or marketing. ...are all aware that being ...Sydney's Kids comes with ...ibility. ...a special gift," Cameron ...low, I have to fulfill it."

...ids can't be found

...eshman registration and ...a day, faculty and school ...trators helped freshmen ...into their dorms. Among ...were people who helped ...e promise and keep it. ...Hatch is GCU vice presi- ...financial aid. "I was here

NOTICES

LEGAL NOTICE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO, EASTERN DIVISION

Connectivity Systems Incorporated, *et al.*, Plaintiffs, v. National City Bank, Defendant.	:	Case No. 2:08-cv-01119 Judge Watson Magistrate Kemp

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND RELEASE AND FINAL FAIRNESS HEARING

IF YOU OR YOUR COMPANY ARE or WERE contractually obligated, directly or contingently, for payment of any National City Bank Commercial Loan between FEBRUARY 16, 1992 and NOVEMBER 6, 2009, **YOU MAY BE ENTITLED TO PAYMENT AS A RESULT OF A CLASS ACTION SETTLEMENT** if either (i) loan interest was due and payable based upon daily adjusted one month LIBOR rates, or (ii) loan payments were made on one or more monthly billing statements issued in advance of the loan payment due date.

The U.S. District Court for the Southern District of Ohio authorized this notice.

A settlement has been proposed in the above-captioned class action lawsuit against National City Bank (the "Lawsuit"). If the settlement is approved and becomes effective, PNC Bank, National Association, as successor by merger to National City Bank ("PNC"), will pay $10 Million Dollars that will be used to pay administrative expenses in the Lawsuit, certain amounts to Plaintiffs' Counsel and to the Named Plaintiffs, Settlement Awards to Class Members, and any unclaimed funds to designated charities. Before any amounts are paid, the Court will have a hearing to decide whether to approve this settlement.

What's This About?

The Lawsuit claims that, between February 16, 1992 and November 6, 2009, Named Plaintiffs and a class of similarly situated commercial borrowers were damaged by one or both of two alleged practices: first, by National City Bank's allegedly incorrect daily adjustments to the one month LIBOR rate and, second, by National City Bank's allegedly improper issuance of monthly statements in advance of loan payment due dates. PNC, as successor by merger to National City Bank, denies those claims and believes it would have prevailed at trial. PNC denies that the Named Plaintiffs are entitled to any relief of any kind. The Court did not decide which side was right. But both sides agreed to the settlement to resolve the case.

Who's Included?

You may be a Class Member if you or your company are or were contractually obligated, directly or contingently, for payment of a "Settlement Class Loan" which is a Commercial Loan that was made or acquired by National City Bank and concerning which, DURING THE PERIOD BEGINNING ON FEBRUARY 16, 1992 AND ENDING ON NOVEMBER 6, 2009, either (i) interest was due and payable based upon daily adjusted one month LIBOR rates charged by National City Bank, or (ii) National City Bank issued one or more monthly billing statements in advance of an applicable payment due date

What Does the Settlement Provide?

PNC has agreed to pay $10 Million Dollars to settle this Lawsuit and all related claims. From that $10 Million Dollars, certain amounts will be paid to the Named Plaintiffs, Plaintiff's Counsel, and the Court appointed Administrator. After such payments are made, the amount remaining will be available for payment of Settlement Awards to Class Members that submit valid claims. Any unclaimed funds will be paid to designated charities.

You can find out more about the settlement at the website below or by calling or writing to the Settlement Administrator at the phone number or address specified below.

How Do You Ask for a Settlement Award?

To ask for a Settlement Award, you must submit a Claim Form that is postmarked no later than **October 19, 2010**. You can receive a Claim Form and related information by contacting the Administrator.

What are My Other Options?

If you are a Class Member, but don't want to be legally bound by the settlement, you must exclude yourself from the Settlement Class by sending a qualifying Opt Out Request to the Administrator that is postmarked no later than **October 19, 2010**. If you don't, you won't be able to sue or continue to sue PNC, as successor by merger to National City Bank, or others related to PNC about the legal claims in the Lawsuit. If you exclude yourself from the Settlement Class, you won't receive a Settlement Award and you may be able to sue or continue to sue PNC on your own for the legal claims in the Lawsuit.

If you do not exclude yourself, you may object to the Settlement by **October 19, 2010** but you will be barred from any further suit or claims against PNC, as successor by merger to National City Bank, or others related to PNC, for the legal claims in the Lawsuit. There are detailed requirements for submitting a valid Opt Out Request or Objection which you may obtain from the Court file or by contacting the Administrator.

The Court will hold a hearing to decide whether to approve the settlement and whether to approve the request by Plaintiffs' Counsel and the Named Plaintiffs for up to $3,333,333.33 for fees, costs, expenses and awards. The Court will hold the hearing at 2:00p.m. on December 15, 2010, in Room 4 at the U.S. District Court for the Southern District of Ohio, 85 Marconi Boulevard, Columbus, Ohio 43215. At the hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid Objections that were received by the deadline, then the Court will consider them. You may attend and you may ask to speak at the hearing by submitting a proper Objection, but you don't have to. The Court will listen to people who have submitted a valid Objection asking to speak at the hearing. The Court will then decide whether to approve the settlement. The Court may make its decision at the end of the hearing or later.

Where do I Get More Information?

This notice summarizes the proposed settlement. More details are in a Class Settlement Agreement and Release and the Preliminary Order conditionally approving the settlement, both on file with the Court and with the Administrator. For copies and more complete information about the Lawsuit and the proposed settlement, you may examine the Court's file in the clerk's office at U.S. District Court, 85 Marconi Boulevard, Columbus, Ohio 43215, or you may visit the website established by the Administrator at www.ncbcommercialloansettlement.com, or you may write to the Administrator at NCB Commercial Loan Settlement Administrator, P.O. Box 6150, Novato, CA

LEGAL NOTICE

ATTENTION
1999-2002 GMC, Chevrolet, Cadillac Pickup and SUV Owners

If you originally purchased or now own a model-year 1999-2002 GMC, Chevrolet, or Cadillac pickup truck or SUV, you may have rights in a class action settlement regarding a defective parking brake in your vehicle. Preliminary approval of the class action settlement was made by the Hon. Robert Gerber, United States Bankruptcy Judge for the Southern District of New York in the following matter: *Boyd Bryant, On Behalf of Himself and All Others Similarly Situated v. Motors Liquidation Company et al;* Adversary No. 09-00508 (REG); In the United States Bankruptcy Court for the Southern District of New York. If you are a Class Member who, since 1998 has paid out of pocket for parking brake repairs on your model-year 1999-2002 GMC, Chevrolet, or Cadillac pickup truck or SUV, and possess proof of such payment, you may be entitled to *pro rata* cash reimbursement under the terms of a Settlement Agreement. If you are a Class Member, you may i) remain in the Class and send in your Reimbursement Claim Form ("RCF"); ii) remain in the Class, but object to it; or iii) opt out of the Class and be excluded from participating in the Settlement Agreement. To view the steps necessary to submit an RCF, to object to the Settlement Agreement, or opt out of the Class; to view the terms of the Settlement Agreement; or to view the full version of this Notice, call (866) 258-7416 (toll free), or www.ParkingBrakeClassSettlement.com. A final hearing to approve the Settlement Agreement will occur on October 26, 2010 at 8:45 a.m. before the Hon. Robert Gerber. Objections and opt outs are due by October 15, 2010; RCFs must be submitted by no later than November 26, 2010.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: AEGIS MORTGAGE CORPORATION, et al.,[1] Debtors.	}	Chapter 11 Case No. 07-11119 (BLS) (Jointly Administered)

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LEGAL NOTICE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
LESLIE CONTROLS, INC.,	)	Case No. 10-12199 (CSS)
Debtor.[1]	)	Related Docket Nos. 166 and 173

NOTICE OF (I) HEARING TO CONSIDER CONFIRMATION OF PLAN AND (II) OBJECTION DEADLINE AND PROCEDURES

NOTICE IS HEREBY GIVEN as follows:

By order, dated August 19, 2010 (the "Disclosure Statement Order"), the United States Bankruptcy Court for the District of Delaware (the "Court") approved the Debtor's First Amended Disclosure Statement Pursuant to Section 1125 of the Bankruptcy Code with Respect to First Amended Plan of Reorganization of Leslie Controls, Inc. under Chapter 11 of the Bankruptcy Code as it may be amended or modified, the "Disclosure Statement"). The Disclosure Statement Order authorizes the Debtor to solicit votes to accept the Debtor's First Amended Plan of Reorganization of Leslie Controls, Inc. under Chapter 11 of the Bankruptcy Code (as it may be amended or modified, the "Plan").[2]

Copies of the Disclosure Statement Order, the Disclosure Statement, and the Plan may be obtained free of charge: (i) by request to the Debtor's counsel (a) via e-mail at svandyk@coleschotz.com; (b) via mail at 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801; (c) via telephone at (302) 652-3131; or d) via facsimile at (302) 652-3117 or (ii) by request to Epiq (a) via e-mail at processing@epiqsystems.com; or (b) via telephone at (646) 282-2400. In addition, copies of the Disclosure Statement Order, the Disclosure Statement, and he Plan may be viewed and downloaded, free of charge, at the following website: http://dm.epiq11.com/LesRecords. To access documents on the Court's website http://www.deb.uscourts.gov you will need a PACER password and ogin, which can be obtained at http://www.pacer.psc.uscourts.gov.

The Plan contemplates the establishment of a trust under section 524(g) of the Bankruptcy Code (the "Asbestos PI Trust") and an injunction (the "Asbestos PI Channeling Injunction") that will channel all current asbestos-related Claims and future asbestos-related Demands to the Asbestos PI Trust. The Asbestos PI Channeling Injunction will cover all asbestos-related personal injury and wrongful death claims and demands based in whole or in part on the alleged conduct or products of Leslie (the "Leslie Asbestos Claims"). he Asbestos PI Channeling Injunction will also channel all current asbestos-related Claims and future asbestos-related Demands based n whole or in part upon Leslie Asbestos Claims against certain parties related to Leslie, including, but not limited to, past and present affiliates of Leslie, past and present officers and directors of Leslie, predecessors in interest to Leslie, and any entity that owned a financial interest in Leslie or its affiliates or predecessors.

Summary of Certain Provisions of the Plan. Please be advised that the lan contains certain provisions regarding releases and injunction as follows:

1. **Injunction.** Except as specifically provided for in Sections 4.1, .2, 4.3 and 11.10 of the Plan, all persons or Entities who have held, old or may hold Claims or Demands are permanently enjoined, from nd after the Effective Date, from: (a) commencing or continuing n any manner any action or other proceeding of any kind against eorganized Leslie with respect to such Claim or Demand; (b) nforcing, attaching, collecting, or recovering by any manner or eans of any judgment, award, decree, or order against Reorganized esile with respect to such Claim or Demand; (c) creating, perfecting, r enforcing any Encumbrance of any kind against Reorganized esile or against the property or interests in property of Reorganized esile with respect to such Claim or Demand; (d) asserting any ght of setoff, subrogation, or recoupment of any kind against any bligation due to Reorganized Leslie or against the property or nterests in property of Reorganized Leslie, with respect to such laim or Demand; and (e) pursuing any Claim or Demand released ursuant to this Article XI of the Plan.

2. **Release by Holders of Claims and Equity Interests.** As of the ffective Date, for good and valuable consideration, the adequacy of hich is hereby confirmed, each holder of a Claim or Demand against, r Equity Interest in, Leslie, who receives a Distribution pursuant to he Plan shall be deemed to forever release, waive, and discharge all laims, obligations, suits, judgments, remedies, damages, Demands, ebts, rights, Causes of Action and liabilities whatsoever against the eleased Parties whether known or unknown, liquidated or unliquidated, fixed or contingent, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission, transaction, r occurrence taking place on or prior to the Effective Date in any way elating to the Debtor, the Estate, the conduct of the Debtor's busiess, the Chapter 11 Case, this Plan or Reorganized Leslie (other than he rights under this Plan, the Plan Documents, and the contracts, nstruments, releases and other agreements or documents delivered or to be delivered hereunder), including, for the avoidance of oubt, any and all Causes of Action that the holder of an Asbestos PI laim, the Asbestos PI Trust or the Future Claimants Representative d commence or could have commenced against any officer or director of Leslie (serving in such capacity) that is based upon or arising om any acts or omissions of such officer or director occurring prior the Effective Date on account of such Asbestos PI Claim, to the full extent permitted under section 524(e) of the Bankruptcy Code nd applicable law (as now in effect or subsequently extended); rovided, however, that nothing contained herein is intended to perate as a release of (a) any potential claims based upon gross negligence or willful misconduct or (b) any claim by any federal, state or cal authority under the Internal Revenue Code or other tax regulaion or any applicable environmental or criminal laws.

3. **Asbestos PI Channeling Injunction.** Pursuant to the nfirmation Order and section 524(g) of the Bankruptcy Code, nd subject to Section 11.8 of the Plan, the sole recourse of any older of an Asbestos PI Claim on account of such Asbestos PI Claim shall be against the Asbestos PI Trust. Each such holder shall be and is enjoined from taking legal action directed against Leslie, Reorganized Leslie, any of the CIRCOR Related Parties or Watts Related Parties, or any other Asbestos Protected Party, or their respective property, for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery relating to such Asbestos PI Claim.

4. **Asbestos Insurance Entity Injunction.** Notwithstanding anything to the contrary elsewhere in the Plan, all Entities except the Asbestos PI Trust, Leslie, or Reorganized Leslie that have held or asserted, that hold or assert, or that may in the future hold or assert any Cause of Action, including but not limited to any Insurer Contribution Claim, against any Settling Insurer, based on, relating to, arising out of, or in any way connected with any Asbestos PI Claim, Asbestos Insurance Right, Asbestos PI Insurance Contract, or Insurance Settlement Agreement whenever or wherever arisen or asserted (including all Claims in the nature of or sounding in tort, or under contract, warranty, or any other theory of law, equity, or admiralty) shall be stayed, restrained, and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payments, satisfaction, or recovery with respect to any such Claim, Demand, or Cause of Action, including: (a) commencing, conducting, or continuing, in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum with respect to any such Claim, Demand, or Cause of Action against any Settling Insurer, or against the property of any Asbestos Insurance Entity, with respect to any such Cause of Action; (b) enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Settling Insurer, or against the property of any Asbestos Insurance Entity, with respect to any such Claim, Demand, or Cause of Action; (c) creating, perfecting, or enforcing, in any manner, directly or indirectly, any Encumbrance against any Asbestos Insurance Entity, or the property of any Asbestos Insurance Entity, with respect to any such Claim, Demand, or Cause of Action; and (d) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, directly or indirectly, against any obligation of any Settling Insurer, or against the property of any Asbestos Insurance Entity, with respect to any such Claim, Demand, or Cause of Action. The Asbestos PI Trust shall have the sole and exclusive authority at any time to terminate, reduce, or limit the scope of, the Asbestos Insurance Entity injunction. The Asbestos Insurance Entity Injunction is issued solely for the benefit of the Asbestos PI Trust and is not issued for the benefit of any Asbestos Insurance Entity, and no Asbestos Insurance Entity is a third-party beneficiary of the Asbestos Insurance Entity Injunction.

THE HEARING TO CONSIDER CONFIRMATION OF THE PLAN

The hearing (the "Confirmation Hearing") to consider the confirmation of the Plan, and any objections thereto, will be held before the Honorable Christopher S. Sontchi, United States Bankruptcy Judge, in Courtroom 6, 5th Floor of the United States Bankruptcy Court, 824 North Market Street, Wilmington, Delaware, 19801, on October 12, 2010 at 11:00 a.m. (prevailing Eastern time). The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtor in open court of the adjourned date(s) at the Confirmation Hearing or any continued hearing. The Debtor may modify the Plan, if necessary, prior to, during, or as a result of the Confirmation Hearing in accordance with the terms of the Plan without further notice.

DEADLINES AND PROCEDURES FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN

All objections and responses to the confirmation of the Plan must be filed with the Court no later than **September 27, 2010 at 4:00 p.m. (prevailing Eastern time) (the "Objection Deadline")** and served upon the following parties so as to be actually received by the Objection Deadline: (a) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: David Klauder, Esq.; (ii) counsel to the Debtor, Cole, Schotz, Meisel, Forman & Leonard, P.A., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: Norman L. Pernick, Esq. and Marion M. Quirk, Esq.; (iii) counsel to the Asbestos Claimants Committee, Montgomery, McCracken, Walker & Rhoades, LLP, 1105 North Market Street, 15th Floor, Wilmington, DE 19801, Attn: Natalie Ramsey; (iv) counsel to the Future Claimants' Representative, Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801, Attn: Edwin J. Harron, Esq.; and (v) counsel to CIRCOR, Goodwin Procter LLP, 901 New York Avenue, NW, Washington, DC 20001, Attn: William R. Hanlon, Esq. and Richard M. Wyner, Esq.

Objections or responses to confirmation of the Plan, if any, must (i) be in writing; (ii) comply with the Federal Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the claim or equity interest beneficially owned by such entity; and (iv) state with particularity the legal and factual basis for such objections, and, if applicable, a proposed modification to the Plan that would resolve such objection.

Dated: August 25, 2010, Wilmington, Delaware BY ORDER OF THE COURT

COLE, SCHOTZ, MEISEL, FORMAN & LEONARD, P.A., Norman L. Pernick (No. 2290), Marion M. Quirk (No. 4136), Sanjay Bhatnagar (No. 4829), 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Tel: (302) 652-3131, Fax: (302) 652-3117 -and- G. David Dean, 300 East Lombard Street, Suite 2000, Baltimore, MD 21202, Telephone: (410) 230-0660, Facsimile: (410) 230-0667
Counsel for the Debtor and Debtor in Possession

[1] The last four digits of the Debtor's federal tax identification number are 3780.

[2] Capitalized terms not defined herein shall have the meanings ascribed to them in the Disclosure Statement or Plan, as applicable.

LEGAL NOTICE

ATTENTION
1999-2002 GMC, Chevrolet, Cadillac Pickup and SUV Owners

If you originally purchased or now own a model-year 1999-2002 GMC, Chevrolet, or Cadillac pickup truck or SUV, you may have rights in a class action settlement regarding a defective parking brake in your vehicle. Preliminary approval of the class action settlement was made by the Hon. Robert Gerber, United States Bankruptcy Judge for the Southern District of New York in the following matter: *Boyd Bryant, On Behalf of Himself and All Others Similarly Situated v. Motors Liquidation Company et al;* Adversary No. 09-00508 (REG); In the United States Bankruptcy Court for the Southern District of New York. If you are a Class Member who, since 1998 has paid out of pocket for parking brake repairs on your model-year 1999-2002 GMC, Chevrolet, or Cadillac pickup truck or SUV, and possess proof of such payment, you may be entitled to *pro rata* cash reimbursement under the terms of a Settlement Agreement. If you are a Class Member, you may i) remain in the Class and send in your Reimbursement Claim Form ("RCF"); ii) remain in the Class, but object to it; or iii) opt out of the Class and be excluded from participating in the Settlement Agreement. To view the steps necessary to submit an RCF, to object to the Settlement Agreement, or opt out of the Class; to view the terms of the Settlement Agreement; or to view the full version of this Notice, call (866) 258-7416 (toll free), or www.ParkingBrakeClassSettlement.com. A final hearing to approve the Settlement Agreement will occur on October 26, 2010 at 8:45 a.m. before the Hon. Robert Gerber. Objections and opt outs are due by October 15, 2010; RCFs must be submitted by no later than November 26, 2010.