

HEARING DATE AND TIME: February 9, 2012 at 9:45 a.m. (Eastern Time)
OBJECTION DEADLINE: February 2, 2012 at 4:00 p.m. (Eastern Time)

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Attorneys for Motors Liquidation Company GUC Trust

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:
	:
MOTORS LIQUIDATION COMPANY, et al.,	:
f/k/a General Motors Corp., et al.	:
	:
Debtors.	:
	:
-----X	

Chapter 11 Case No.
09-50026 (REG)
(Jointly Administered)

NOTICE OF HEARING ON MOTION OF MOTORS LIQUIDATION COMPANY GUC TRUST PURSUANT TO 11 U.S.C. §§ 105(a) AND 1142(b) FOR ENTRY OF ORDER (I) DIRECTING BENJAMIN HUBBARD TO DISMISS SATURN CORPORATION AND THE GUC TRUST ADMINISTRATOR FROM PENDING ACTION WITH PREJUDICE AND (II) ENFORCING PRIOR ORDERS OF THIS COURT BY ENJOINING BENJAMIN HUBBARD FROM FURTHER ACTION AGAINST THE DEBTORS, THE GUC TRUST, AND THE GUC TRUST ADMINISTRATOR

PLEASE TAKE NOTICE that upon the annexed Motion, dated January 19, 2012 (the “**Motion**”), of Motors Liquidation Company GUC Trust (the “**GUC Trust**”), pursuant to sections 105(a) and 1142(b) of title 11, United States Code (the “**Bankruptcy Code**”) for entry of an order (I) directing Benjamin Hubbard to dismiss Saturn Corporation¹ and the GUC Trust

¹ The entity named in case no. 10-CVD-18602 is Saturn Corporation, the GUC Trust presumes that the intended party is either Saturn, LLC (n/k/a MLCS, LLC) or Saturn Distribution Corporation (n/k/a MLCS Distribution Corp.), both affiliated debtors of Motors Liquidation Company in these chapter 11 cases.

Administrator from an action in Wake County, North Carolina Superior Court, Case No. 10-CVD-18602, with prejudice, and (II) enforcing prior orders of this Court by enjoining Benjamin Hubbard from further action against the Debtors, the GUC Trust, and the GUC Trust Administrator, all as more fully set forth in the Motion, a hearing will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, on **February 9, 2012 at 9:45 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections to this Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a CD-ROM or 3.5 inch disk, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served in accordance with General Order M-399 and on (i) Weil, Gotshal & Manges LLP, attorneys for the GUC Trust, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (ii) the Debtors, c/o Motors Liquidation Company, 401 South Old Woodward Avenue, Suite 370, Birmingham, Michigan 48009 (Attn: Thomas Morrow); (iii) General Motors LLC, 400 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial

Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Joseph Samarias, Esq.); (vi) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (vii) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Thomas Moers Mayer, Esq., Robert Schmidt, Esq., Lauren Macksoud, Esq., and Jennifer Sharret, Esq.); (viii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis, Esq.); (ix) the U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Natalie Kuehler, Esq.); (x) Caplin & Drysdale, Chartered, attorneys for the official committee of unsecured creditors holding asbestos-related claims, 375 Park Avenue, 35th Floor, New York, New York 10152-3500 (Attn: Elihu Inselbuch, Esq. and Rita C. Tobin, Esq.) and One Thomas Circle, N.W., Suite 1100, Washington, DC 20005 (Attn: Trevor W. Swett III, Esq. and Kevin C. Maclay, Esq.); (xi) Stutzman, Bromberg, Esserman & Plifka, A Professional Corporation, attorneys for Dean M. Trafelet in his capacity as the legal representative for future asbestos personal injury claimants, 2323 Bryan Street, Suite 2200, Dallas, Texas 75201 (Attn: Sander L. Esserman, Esq. and Robert T. Brousseau, Esq.); (xii) Gibson, Dunn & Crutcher LLP, attorneys for Wilmington Trust Company as GUC Trust Administrator and for Wilmington Trust Company as Avoidance Action Trust Administrator, 200 Park Avenue, 47th Floor, New York, New York 10166 (Attn: Keith Martorana, Esq.); (xiii) FTI Consulting, as the GUC Trust Monitor and as the Avoidance Action Trust Monitor, One Atlantic Center, 1201 West Peachtree Street, Suite 500, Atlanta, Georgia

30309 (Attn: Anna Phillips); (xiv) Crowell & Moring LLP, attorneys for the Revitalizing Auto Communities Environmental Response Trust, 590 Madison Avenue, 19th Floor, New York, New York 10022-2524 (Attn: Michael V. Blumenthal, Esq.); (xv) Kirk P. Watson, Esq., as the Asbestos Trust Administrator, 2301 Woodlawn Boulevard, Austin, Texas 78703; and (xvi) The Roseboro Law Firm, PLLC, attorneys for Benjamin Hubbard, 4819 Emperor Blvd., Suite 400, Durham, NC 27703 (Attn: John Roseboro), so as to be received no later than **February 2, 2012, at 4:00 p.m. (Eastern Time)** (the “**Objection Deadline**”).

PLEASE TAKE FURTHER NOTICE that if no objections are timely filed and served with respect to the Motion, the GUC Trust may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: New York, New York
January 19, 2012

/s/ Joseph H. Smolinsky
Harvey R. Miller
Stephen Karotkin
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In re	: Chapter 11 Case No.
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MOTORS LIQUIDATION COMPANY, et al.,	: 09-50026 (REG)
f/k/a General Motors Corp., et al.	: :
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Debtors.	: (Jointly Administered)
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**MOTION OF MOTORS LIQUIDATION COMPANY GUC TRUST PURSUANT TO
11 U.S.C. §§ 105(a) AND 1142(b) FOR ENTRY OF ORDER (I) DIRECTING BENJAMIN
HUBBARD TO DISMISS SATURN AND THE GUC TRUST ADMINISTRATOR FROM
PENDING ACTION WITH PREJUDICE AND (II) ENFORCING PRIOR ORDERS OF
THIS COURT BY ENJOINING BENJAMIN HUBBARD FROM FURTHER
ACTION AGAINST THE DEBTORS, THE GUC TRUST,
AND THE GUC TRUST ADMINISTRATOR**

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

Motors Liquidation Company GUC Trust (the “**GUC Trust**”), respectfully
represents:

Relief Requested

1. On November 3, 2010, Benjamin McKinnley Hubbard (“**Hubbard**”) commenced an action in the Superior Court for Wake County, North Carolina (the “**Wake County Court**”), Case No. 10-CVD-18602 (the “**Pending Action**”) against Saturn Corporation (“**Saturn**”).² The complaint (the “**Complaint**”) in the Pending Action alleges that Hubbard purchased a new vehicle from Saturn on March 31, 2007, and the vehicle failed to conform to the terms of its express warranties beginning in August 2007 and continuing throughout 2007, 2008, and 2009. Because the Pending Action arises from prepetition events, it was commenced against Saturn in violation of the extant automatic stay in these chapter 11 cases pursuant to section 362 of chapter 11 of the United States Code (the “**Bankruptcy Code**”).

2. The effective date of the Debtors’ Second Amended Joint Chapter 11 Plan (the “**Plan**”) was March 31, 2011. Section 10.4 of the Plan states that all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code shall remain in full force and effect. Section 10.7 of the Plan (the “**Plan Injunction**”) states that all holders of Claims shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan. Therefore, the Pending Action and, in particular, the inclusion of the GUC Trust Administrator (as defined below) and Saturn as defendants,

² The named entity in the Pending Action is Saturn Corporation, the GUC Trust presumes that the intended party is either Saturn, LLC (n/k/a MLCS, LLC) or Saturn Distribution Corporation (n/k/a MLCS Distribution Corp.), both affiliated debtors of Motors Liquidation Company in these chapter 11 cases.

violates the automatic stay and the Plan Injunction. Further, to the extent the Complaint asserts claims under a lemon law or seeks repairs under an express written warranty, any resulting liability was assumed by General Motors LLC pursuant to that certain Amended and Restated Master Sale and Purchase Agreement (the “MPA”) dated July 10, 2009, by and between General Motors Corporation (n/k/a Motors Liquidation Company) (“MLC”) and its affiliated debtors (collectively, the “Debtors”) and NGMCO, Inc. (n/k/a General Motors LLC). Neither the GUC Trust Administrator nor Saturn, therefore, is a proper defendant to the Pending Action or bears any liability in relation to the Complaint.

3. Despite communications from the Debtors’ counsel to Hubbard’s counsel regarding the automatic stay, the effect of the Plan, and the MPA, Hubbard refused to dismiss Saturn from the Pending Action. On July 8, 2011, Hubbard filed a motion for default against Saturn and on October 6, 2011, Hubbard amended the Complaint to add as a defendant, inter alia, Wilmington Trust Company in its capacity as Trust Administrator and Trustee of the Motors Liquidation Company GUC Trust (in such capacity, the “GUC Trust Administrator”). Hubbard did not file a proof of claim in these chapter 11 cases.

4. By this Motion, Movants request entry of an order pursuant to sections 105(a) and 1142(b) of the Bankruptcy Code, substantially in the form annexed hereto as **Exhibit “A,”** enforcing the provisions of the automatic stay, the MPA, this Court’s orders establishing deadlines for filing proofs of claim against the Debtors, and the Plan and (i) directing Hubbard to withdraw the Pending Action as to Saturn and the GUC Trust Administrator with prejudice and (ii) enjoining Hubbard from further actions against the Debtors, the GUC Trust, and the GUC Trust Administrator.

Jurisdiction

5. 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).

Background

A. These Chapter 11 Cases

6. On June 1, 2009, MLC and certain of its subsidiaries, including Saturn, LLC and Saturn Distribution Corporation (collectively, including MLC, the “**Initial Debtors**”) each commenced a voluntary case under chapter 11 of the Bankruptcy Code.³ The commencement of these chapter 11 cases triggered the automatic stay set forth under section 362(a) of the Bankruptcy Code.

7. On July 10, 2009, the Initial Debtors consummated a sale of substantially all of their assets to NGMCO, Inc. (n/k/a General Motors LLC) pursuant to the MPA. Section 2.3(a)(viii) of the MPA states that General Motors LLC assumed “all Liabilities arising under express written warranties of [the Initial Debtors] that are specifically identified as warranties and delivered in connection with the sale of new, certified used or pre-owned vehicles . . . and (b) all obligations under Lemon Laws.” Paragraph 26 of this Court’s July 5, 2009 Order approving the MPA (ECF No. 2968) (the “**Sale Order**”) states that “[e]xcept as expressly provided in the MPA or this Order, after the Closing, the Debtors and their estates shall have no further liabilities or obligations with respect to any Assumed Liabilities . . . and all holders of

³ On October 9, 2009, two additional debtors, Remediation and Liability Management Company, Inc. and Environmental Corporate Remediation Company, Inc. commenced voluntary cases under chapter 11 of the Bankruptcy Code, which cases are jointly administered with those of the Initial Debtors under Case Number 09-50026 (REG).

such claims are forever barred and estopped from asserting such claims against the Debtors, their successors or assigns, and their estates.”

8. By order dated September 16, 2009 (ECF No. 4079), the Bankruptcy Court established November 30, 2009 as the bar date (the “**Prepetition Claim Bar Date**”) for creditors to file proofs of claim based on prepetition liabilities against the Debtors. By order dated December 14, 2010 (ECF No. 8099), the Court established February 14, 2011 (the “**Administrative Claim Bar Date**”), as the deadline for filing post-petition, administrative claims against the Debtors.

9. The Court’s orders establishing the Prepetition Claim Bar Date and the Administrative Claim Bar Date (collectively, the “**Bar Date Orders**”) state that any party that fails to file a proof of claim on or before the applicable bar date “shall be forever barred, estopped and enjoined from asserting such Claim” against the Debtors and the Debtors “shall be forever discharged from any and all indebtedness or liability with respect to such Claim” (ECF Nos. 4079, 8099). Hubbard did not file a proof of claim against the Debtors.

10. On March 29, 2011, this Court entered its Findings of Fact, Conclusions of Law, and Order Pursuant to Sections 1129(a) and (b) of the Bankruptcy Code and Rule 3020 of the Federal Rules of Bankruptcy Procedure Confirming Debtors’ Second Amended Joint Chapter 11 Plan (ECF No. 9941) (the “**Confirmation Order**”), which, among other things, confirmed the Plan. The effective date of the Plan was March 31, 2011 (ECF No. 9836).

11. Among other things, the Plan established the GUC Trust, to resolve Disputed General Unsecured Claims⁴ and to distribute assets to holders of Allowed General

⁴ Capitalized terms not defined herein shall have the meaning ascribed to them in the Plan.

Unsecured Claims against the Debtors (Plan § 6.2). Wilmington Trust Company was appointed to act as the GUC Trust Administrator (Plan § 1.83).

12. The Plan, in multiple provisions, prohibits potential claimants from seeking redress against any of the Debtors, the GUC Trust or the GUC Trust Administrator outside the proof of claim process described above (subject to exceptions not applicable here). Section 10.3 of the Plan states that “on and after the Confirmation Date, the provisions of the Plan shall bind any holder of a Claim against, or Equity Interest in, the Debtors and their respective successors and assigns.” Section 10.4 of the Plan states that all injunctions or stays arising under or entered during the chapter 11 cases under section 105 or 362 of the Bankruptcy Code, remain in full force and effect. Section 10.7 of the Plan, the Plan Injunction, provides for an injunction against interference with the implementation or consummation of the Plan:

Upon the entry of the Confirmation Order, all holders of Claims and Equity Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan.

(Plan § 10.7).

13. Further, paragraph 52 of the Confirmation Order and section 12.6 of the Plan include an exculpation provision (the “**Exculpation Provision**”) which provides that, subject to limited exceptions (not applicable here), neither the Debtors nor the GUC Trust Administrator “shall have or incur any liability to any holder of a Claim or Equity Interest for any act or omission in connection with, related to, or arising out of the Chapter 11 Cases” (Confirmation Order ¶ 52, Plan § 12.6).

14. The Court retains exclusive jurisdiction to consider any and all claims against the Debtors and the GUC Trust Administrator “involving or relating to the administration

of the Chapter 11 Cases [and] the decisions and actions taken during the Chapter 11 Cases.”

(*Id.*) Section 11.1 of the Plan provides, in pertinent part:

The Bankruptcy Court shall retain exclusive jurisdiction of all matters arising under, arising out of, or related to the Chapter 11 Cases and the Plan . . . for, among other things, the following purposes:

...

(b) To determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced before or after the Confirmation Date . . . ;

(c) To ensure that distributions to holders of Allowed Claims are accomplished as provided herein;

(d) To consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim;

...

(f) To issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any person with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court

(Plan § 11.1(b), (c), (d), (f)).

15. On December 15, 2011, MLC was dissolved. Pursuant to that certain Assignment and Assumption Agreement dated December 15, 2011, between MLC and the GUC Trust, MLC assigned and transferred certain assets to the GUC Trust and the GUC Trust assumed responsibility for administering the resolution of all Disputed Administrative Expenses, Disputed Priority Tax Claims, Disputed Priority Non-Tax Claims, and Disputed Secured Claims. Whether or not Hubbard is asserting a general unsecured claim or an administrative expense against the Debtors, the GUC Trust is the proper party to oppose his claims and seek redress in this Court.

B. The Pending Action

16. As noted above, on November 3, 2010, Hubbard commenced the Pending Action against Saturn. The Complaint, annexed hereto as **Exhibit “B,”** alleges that Hubbard purchased a new vehicle from Saturn on March 31, 2007, and the vehicle failed to conform to the terms of its express warranties beginning in or about August 2007 and continuing throughout 2007, 2008, and 2009 (Ex. B ¶¶ 5, 8, 10, 11). The Complaint asserts claims for violation of the New Motor Vehicles Warranties Act and unfair trade practices, and seeks punitive damages. (*Id.* ¶¶ 4 – 22).

17. On January 13, 2011, counsel for the Debtors sent counsel for Hubbard a letter, a copy of which is annexed hereto as **Exhibit “C,”** informing Hubbard of these chapter 11 cases and the automatic stay and requesting that Hubbard dismiss the Pending Action within five business days.

18. Hubbard did not dismiss the Pending Action. Rather, on July 8, 2011, Hubbard filed a motion (the “**Default Motion**”), annexed hereto as **Exhibit “D,”** in the Pending Action seeking a default judgment against Saturn.

19. In response to the Default Motion, on July 8, 2011, counsel for the Debtors filed a Notice of Bankruptcy, annexed hereto as **Exhibit “E,”** in the Pending Action to advise all parties in interest of these chapter 11 cases, the automatic stay, and the Plan Injunction.

20. Hubbard still did not dismiss Saturn from the Pending Action. Rather, on October 6, 2011, Hubbard filed an amended complaint (the “**Amended Complaint**”), annexed hereto as **Exhibit “F,”** in the Pending Action naming as defendants General Motors LLC and Wilmington Trust Company, in its capacity as Trust Administrator and Trustee of the GUC

Trust. The Amended Complaint asserts that “Plaintiff’s claims are post-bankruptcy-petition claims.” (Ex. F ¶ 3).

21. Since receiving the Amended Complaint, counsel for the Debtors and the GUC Trust have had several telephone conversations with, and have exchanged written correspondence with, Hubbard’s counsel in an attempt to obtain Hubbard’s voluntary dismissal of Saturn and the GUC Trust Administrator from the Pending Action. Hubbard has declined to dismiss Saturn and the GUC Trust Administrator, necessitating this Motion.

Argument

22. As set forth further below, Hubbard’s actions are in direct violation of the automatic stay, the Sale Order, the Bar Date Orders, the Plan, and the Confirmation Order. Therefore, this Court should direct Hubbard to dismiss Saturn and the GUC Trust Administrator from the Pending Action and should enjoin Hubbard from taking any further action against the Debtors, the GUC Trust, and the GUC Trust Administrator.

A. The Pending Action is Void for Violating the Automatic Stay

23. Section 362(a) of the Bankruptcy Code provides in pertinent part that the filing of a bankruptcy petition:

operates as a stay, applicable to all entities, of –

(1) the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title

11 U.S.C. § 362(a)(1). The Second Circuit has long held that when an entity files a bankruptcy petition, the automatic stay is effective immediately and any proceedings filed after the stay

takes effect are void. *E. Refractories Co. Inc. v. Forty-Eight Insulations Inc.*, 157 F.3d 169, 172 (2d Cir. 1998) (citing *Rexnord Holdings, Inc. v. Bidermann*, 21 F.3d 522, 527 (2d Cir. 1994); *48th St. Steakhouse, Inc. v. Rockefeller Grp., Inc. (In re 48th St. Steakhouse, Inc.)*, 835 F.2d 427, 431 (2d Cir. 1987)); *Hearst Magazines v. Geller*, No. 08 Civ. 11312, 2009 U.S. Dist. LEXIS 30481, at *3 (S.D.N.Y. Mar. 24, 2009). “Moreover, since the bankruptcy stay is automatic, “[t]he action is void even where the acting party had no actual notice of the stay.” *Id.* (quoting *Dalton v. New Commodore Cruise Lines Ltd.*, No. 02 Civ. 8025, 2004 U.S. Dist. LEXIS 2590, at *2 (S.D.N.Y. Feb. 27, 2004)).

24. The Second Circuit has held that “contempt proceedings are the proper means of compensation and punishment for willful violations of the automatic stay.” *Mar. Asbestosis Legal Clinic v. LTV Steel Co. (In re Chateaugay Corp.)*, 920 F.2d 183, 187 (2d Cir. 1990); *see also Johns-Manville Sales Corp. v. Doan (In re Johns-Manville Corp.)*, 26 B.R. 919, 922 (Bankr. S.D.N.Y. 1983) (finding respondent who sought to continue judicial proceedings against debtor after debtor filed its petition for bankruptcy in contempt because respondent “clearly recognized the intended prohibitory effect of the automatic stay . . . and nonetheless [] proceed[ed] in willful and flagrant disregard of the[] stay orders”).

25. By commencing the Pending Action without first obtaining relief from the automatic stay, Hubbard violated the automatic stay. The Pending Action arises from alleged nonconformities that began shortly after Hubbard purchased his vehicle from Saturn in 2007 and that continued throughout 2007, 2008, and early 2009. (Ex. B ¶¶ 5, 10, 11). Accordingly, the Pending Action “could have been commenced before the commencement of” these chapter 11 cases and is therefore subject to the automatic stay. 11 U.S.C. §362(a)(1). Because the Pending

Action was commenced in violation of the automatic stay, it is void, and must be dismissed. *E. Refractories Co. Inc.*, 157 F.3d at 172.

26. Further, Hubbard could be sanctioned and held in contempt for his knowing, continued violation of the automatic stay. Hubbard was provided notice of these chapter 11 cases and the automatic stay on January 13, 2011, again on July 8, 2011, and in subsequent conversations with counsel for the Debtors and the GUC Trust (Exs. C, E). Notwithstanding his knowledge of the automatic stay, Hubbard proceeded to seek a default judgment against Saturn (Ex. D) and to date has refused to dismiss Saturn. Such conduct constitutes a willful violation of the automatic stay for which Hubbard could be sanctioned and held in contempt of court. The Debtors and the GUC Trust do not at this time request monetary sanctions against Hubbard; however, the Debtors and the GUC Trust reserve their rights to request sanctions should Hubbard continue to violate the automatic stay and this Court's orders.

B. The Pending Action Violates the Sale Order

27. Section 2.3(a)(viii) of the MPA provides that General Motors LLC assumed "all Liabilities arising under express written warranties" and "all obligations under Lemon Laws." Further, the Sale Order states that "the Debtors and their estates shall have no further liabilities or obligations with respect to any Assumed Liabilities . . . and all holders of such claims are forever barred and estopped from asserting such claims against the Debtors, their successors or assigns, and their estates." (Sale Ord. ¶ 26). Accordingly, to the extent the Pending Action seeks repairs to Hubbard's vehicle under an express written warranty, any liability for such claims was assumed by General Motors LLC under the MPA, Saturn and the GUC Trust Administrator cannot be held liable for such claims, and Saturn and the GUC Trust Administrator must be dismissed from the Pending Action.

C. The Pending Action Violates the Bar Date Orders

28. November 30, 2009 was the Prepetition Claim Bar Date. Hubbard did not file a proof of claim by the Prepetition Claim Bar Date. Even assuming, *arguendo*, that Hubbard's claims are post-petition claims as Hubbard asserts in the Amended Complaint (Ex. F ¶ 3) the Administrative Claim Bar Date was February 14, 2011, and Hubbard did not file a post-petition, administrative claim against the Debtors either. Because Hubbard failed to file a proof of claim in these chapter 11 cases, under the Bar Date Orders, Hubbard is "forever barred, estopped and enjoined from asserting [a] Claim" against the Debtors and the Debtors are "forever discharged from any and all indebtedness or liability with respect to such Claim" (ECF Nos. 4079, 8099). Accordingly, Saturn and the GUC Trust Administrator must be dismissed from the Pending Action.

D. The Pending Action Violates the Plan Injunction and Exculpation Provision

29. The Plan provides that holders of Claims "shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan." (Plan § 10.7.) The Plan further provides that neither the Debtors nor the GUC Trust Administrator shall have any liability to any Claimant "for any act or omission in connection with, related to, or arising out of the Chapter 11 Cases." (Plan § 12.6). Hubbard's continued efforts to pursue the Pending Action against Saturn and the GUC Trust Administrator and to interfere with the distributions provided for under the Plan and the winding up of the Debtors' affairs are in direct violation of the foregoing provisions. The GUC Trust, therefore, has no choice but to request that this Court direct Hubbard to withdraw the Pending Action as to Saturn and the GUC Trust Administrator and to enjoin Hubbard from pursuing further actions against the Debtors, the GUC Trust, and the GUC Trust Administrator so that their professionals do not incur unnecessary costs and are not

distracted from their important work assisting in the administration of these chapter 11 cases and the GUC Trust.

30. This Court has jurisdiction to enter such an order. The Plan specifies that the Court retains exclusive jurisdiction “[t]o issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any person with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court.” (Plan § 11.1(f)). Further, section 1142(b) of the Bankruptcy Code provides the Court with the authority to issue orders necessary to implement the terms of a confirmed plan. 11 U.S.C. § 1142(b) (“The court may direct the debtor and any other necessary party to execute or deliver or to join in the execution or delivery of any instrument required to effect a transfer of property dealt with by a confirmed plan, and to perform any other act . . . that is necessary to the consummation of the plan”); *see also Hosp. & Univ. Prop. Damage Claimants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 7 F.3d 32, 34 (2d Cir. 1993) (finding that bankruptcy courts retain postconfirmation jurisdiction to the extent provided by the plan); *Penthouse Media Grp. v. Guccione (In re Gen. Media, Inc.)*, 335 B.R. 66, 73 (Bankr. S.D.N.Y. 2005) (finding that bankruptcy courts retain post-confirmation jurisdiction to matters related to the implementation of a plan); *In re Petition of Bd. of Dirs. of Hopewell Int’l Ins., Ltd.*, 272 B.R. 396, 407 n.11 (Bankr. S.D.N.Y. 2002) (“[T]he Court may direct parties to perform any act necessary to consummate the plan.”) (citing 11 U.S.C. § 1142(b)). In addition, Bankruptcy Rule 3020(d) provides that “[n]otwithstanding the entry of the order of confirmation, the court may issue any other order necessary to administer the estate.” Fed. R. Bankr. P. 3020(d).

31. Accordingly, in furtherance of the Plan Injunction and Exculpation Provisions, the Confirmation Order, the automatic stay, the MPA, the Sale Order, and the Bar Date Orders, the GUC Trust respectfully requests that the Court enter an order (i) directing Hubbard to withdraw the Pending Action as to Saturn and the GUC Trust Administrator forthwith, and (ii) enjoining Hubbard from further action against the Debtors, the GUC Trust, and the GUC Trust Administrator without further leave of this Court.

Notice

32. Notice of this Motion has been provided to Hubbard and parties in interest in accordance with the Sixth Amended Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 1015(c) and 9007 Establishing Notice and Case Management Procedures, dated May 5, 2011 (ECF No. 10183). The GUC Trust submits that such notice is sufficient and no other or further notice need be provided.

33. No previous request for the relief sought herein has been made by the Debtors or the GUC Trust to this or any other Court.

Conclusion

WHEREFORE the GUC Trust respectfully requests entry of an order granting the relief requested herein and such other and further relief as is just.

Dated: New York, New York
January 19, 2012

/s/ Joseph H. Smolinsky
Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Motors Liquidation Company GUC
Trust

EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
	:	
In re	:	Chapter 11 Case No.
	:	
MOTORS LIQUIDATION COMPANY, et al.,	:	09-50026 (REG)
f/k/a General Motors Corp., et al.	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

ORDER PURSUANT TO 11 U.S.C. §§ 105(a) AND 1142(b) (I) DIRECTING BENJAMIN HUBBARD TO DISMISS SATURN AND THE GUC TRUST ADMINISTRATOR FROM PENDING ACTION WITH PREJUDICE AND (II) ENFORCING PRIOR ORDERS OF THIS COURT BY ENJOINING BENJAMIN HUBBARD FROM FURTHER ACTION AGAINST THE DEBTORS, THE GUC TRUST, AND THE GUC TRUST ADMINISTRATOR

Upon the Motion, dated January 19, 2012 (the “**Motion**”),¹ of the Motors Liquidation Company GUC Trust (the “**GUC Trust**”), pursuant to sections 105(a) and 1142(b) of title 11, United States Code (the “**Bankruptcy Code**”) for entry of an order (i) directing Benjamin McKinley Hubbard (“**Hubbard**”) to dismiss Saturn and the GUC Trust Administrator from the Pending Action with prejudice; and (ii) enforcing prior orders of this Court by enjoining Hubbard from further action against the Debtors, the GUC Trust, and the GUC Trust Administrator, all as more fully described in the Motion; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, the GUC Trust and all parties in interest and that

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is granted as provided herein; and it is further

ORDERED that in consideration of, among other things, the automatic stay created by section 362 of the Bankruptcy Code, Sections 10.7 and 12.6 of the Plan, and this Court's Findings of Fact, Conclusions of Law, and Order Pursuant to Sections 1129(a) and (b) of the Bankruptcy Code and Rule 3020 of the Federal Rules of Bankruptcy Procedure Confirming Debtors' Second Amended Joint Chapter 11 Plan (ECF No. 9941), Hubbard is (i) directed to dismiss Saturn and the GUC Trust Administrator from the Pending Action forthwith; and (ii) enjoined from taking further action against the Debtors, the GUC Trust, and the GUC Trust Administrator in any forum without further leave of this Court; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: New York, New York
[_____], 2012

United States Bankruptcy Judge

EXHIBIT B

100V018602

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
FILE NO. _____

COUNTY OF WAKE

BENJAMIN MCKINLEY HUBBARD,)
)
 Plaintiff,)
)
 v.)
)
 SATURN CORPORATION,)
)
 Defendant.)

COMPLAINT

FILED
2010 NOV -3 PM 4:16
WAKE COUNTY, N.C.

NOW COMES Plaintiff, Benjamin Hubbard, complaining of Defendant, Saturn Corporation, as follows:

Parties

1. Plaintiff is a resident of Wake County, North Carolina.
2. Defendant is a corporation organized and existing under and by virtue of the laws of the State of Delaware, and was authorized to do business in North Carolina at all relevant times. Defendant manufactured new motor vehicles which are sold in North Carolina.

Venue

3. Pursuant to N.C. Gen. Stat. § 1-80, venue is proper in Wake County, North Carolina.

First Claim

(Violation of New Motor Vehicles Warranties Act)

4. The allegations of paragraphs 1 – 3 are incorporate herein as if fully set forth below.
5. On or about March 31, 2007, Plaintiff purchased a new motor vehicle (a Saturn Ion) that Defendant manufactured for purposes other than resale.

6. The vehicle originally delivered to Plaintiff on March 31, 2007. At the time the vehicle was originally delivered, its odometer reading was 35 miles.

7. The vehicle is covered by two express warranties, a 3-year/36,000 mile "bumper-to-bumper" warranty and 5-year/100,000 powertrain warranty.

8. The vehicle has failed to conform to the terms of the express warranties in at least the following ways: the vehicle stalls and makes squeak, "skirt," and grinding noises.

9. The nonconformities described above substantially impair the value of the motor vehicle to Plaintiff.

10. The nonconformities began to occur on or about August 2007, no later than 24 months or 24,000 miles after the original delivery of the vehicle to Plaintiff.

11. Plaintiff presented the vehicle to Defendant's authorized dealer for repair of the nonconformities on at least the following 14 occasions, but the same nonconformities continue to exist: August 31, 2007; September 28, 2007; November 2, 2007; April 2, 2008; June 26, 2008; August 14-17, 2008; October 11-13, 2008; January 22, 2009; April 23, 2009; May 29, 2009; June 24, 2009; July 17, 2009; October 5, 2009; and November 10, 2009.

12. In an April 8, 2010 letter, Plaintiff notified Defendant of the continued existence of the nonconformities and requested a refund. Defendant denied the request for a refund in violation of N.C. Gen. Stat. § 20-351.3.

13. Plaintiff notified Defendant in writing of his intention to bring this lawsuit at least ten (10) days before the filing of this action. (Ex. 1).

14. As a direct and proximate result of Defendant's violation of the New Motor Vehicle Warranties Act, Defendant is liable to Plaintiff for damages in an amount to be determined at trial but in no event less than \$21,417.83.

15. Defendant has unreasonably refused to comply with N.C. Gen. Stat. § 20-351.3, justifying an award of treble damages under N.C. Gen. Stat. § 20-351.8(2).

16. Defendant has unreasonably refused to give Plaintiff the requested refund or otherwise resolve the matter which constitutes the basis of the action, justifying an award of attorney's fees under N.C. Gen. Stat. § 20-351.8(3).

Second Claim
(Unfair Trade Practice)

17. The allegations of paragraphs 1 – 16 are incorporated herein as if fully set forth below.

18. Defendant's refusal to give Plaintiff the requested refund or otherwise resolve the matter which constitutes the basis of the action constitutes an unfair act or practice in or affecting commerce in violation of N.C. Gen. Stat. § 75.1.

19. As a direct and proximate result of Defendant's unfair trade practice, Defendant is liable to Plaintiff for compensatory damages in an amount to be determined at trial but not less than \$21,417.83, and treble damages pursuant to N.C. Gen. Stat. § 75-16.

20. Defendant engaged in the unfair trade practice willfully and has unwarrantedly refused to resolve the matter, justifying an award of attorney's fees under N.C. Gen. Stat. § 75-16.1.

Third Claim
(Punitive Damages)

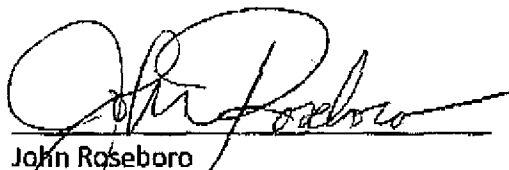
21. Paragraphs 1 – 20 are incorporated herein as if fully set forth below.

22. Defendant's willful and wanton refusal to give Plaintiff the requested refund justifies an award of punitive damages in an amount to be determined at trial.

WHEREFORE, Plaintiff respectfully prays this Court that:

1. Defendant be ordered to accept the return of the vehicle and refund to Plaintiff the full contract price of the vehicle, all collateral charges, and all finance charges incurred by Plaintiff after he first notified Defendant of the nonconformities;
2. Plaintiff recover damages in an amount to be determined at trial but in no event less than \$21,417.83 (less reasonable allowance for Plaintiff's use of the vehicle);
3. Plaintiff recover treble damages pursuant to N.C. Gen. Stat. §§ 20-351.8(2) and 75-16.
4. Plaintiff recover the cost and expenses of this action, including reasonable attorney's, fees pursuant to N.C. Gen. Stat. §§ 20-351.8(3) and 75-16.1.;
5. Plaintiff recover punitive damages in an amount to be determined at trial;
6. All issues triable by jury be so tried; and
7. Such other relief as the Court deems just and proper.

By:



John Roseboro
The Roseboro Law Firm, PLLC
Attorney for Plaintiff Benjamin Hubbard
P.O. Box 13295
Durham, NC 27709
Phone: 919-313-4849
Fax: 919-251-9214
john.roseboro@roseborolaw.com



Exhibit 1

State of North Carolina
Department of the Secretary of State

ELAINE F. MARSHALL
SECRETARY OF STATE

October 18, 2010

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

SATURN CORPORATION
C/O Motors Liquidation Company
500 Renaissance Center, Suite 1400
Detroit, MI 48243


Re: SATURN CORPORATION
SOS File Number: S201028800007
Docket Number: N/a

Ladies and Gentlemen:

Enclosed please find a Notice of Intent to File Lawsuit served on the Secretary of State as statutory agent for service of process for the entity referenced above.

The Service of Process Section of the Department of the Secretary of State on October 15, 2010, received these documents. The Secretary of State is required by law to forward these documents to the entity referenced above. Pursuant to N.C.G.S. §55D-33, "Service on an entity under this subsection is effective for all purposes from and after the date of the service on the Secretary of State."

Sincerely yours,


Renetta Curran
Service of Process Agent

Enclosure

cc:
John Roseboro
The Roseboro Law Firm
P.O. Box 13295
Research Triangle Park, NC 27709

EXHIBIT C

Brianna N. Benfield
+1 202 682-7206
brianna.benfield@well.com

January 13, 2011

John Roseboro
The Roseboro Law Firm, PLLC
4819 Emperor Boulevard
Suite 400
Durham, NC 27703

Re: Benjamin McKinley Hubbard v. Saturn

Dear Mr. Roseboro:

I write to inform you that on June 1, 2009, (the "Commencement Date"), Motors Liquidation Company (f/k/a General Motors Corporation) and certain of its subsidiaries including Saturn, (collectively, the "Debtors"), filed voluntary petitions seeking bankruptcy protection under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The chapter 11 cases have been consolidated for procedural purposes and bear case no. 09-50026 (REG). Enclosed herewith is a copy of the Debtors' chapter 11 petition.

Your attention is directed to section 362(a) of the Bankruptcy Code, entitled "Automatic Stay." Pursuant to section 362(a) of the Bankruptcy Code, an automatic stay went into effect on the Commencement Date, prohibiting the commencement or continuation of any actions or proceedings against the Debtors. The automatic stay expressly prohibits the following:

the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under [the Bankruptcy Code.]

11 U.S.C. § 362(a)(1).

Accordingly, the above-captioned action was filed in violation of the automatic stay. All actions taken in violation of the automatic stay are void and, pursuant to established case law, parties may be held in contempt of court for violating the automatic stay. See, e.g., Bartel v. Eastern Airlines, 133 F.3d 906 (2d cir. 1998); Fidelity Mortgage Investors v. Camelia Builders, Inc., 550 F.2d 47 (2d cir. 1976), cert. denied, 429 U.S. 1093 (1977). In light of the foregoing, Motors Liquidation Company requests that you withdraw the complaint filed against it and confirm that you have done so within five business days. Motors Liquidation Company reserves all rights and remedies.

January 13, 2011

Page 2

If you have any questions with respect to this matter, please do not hesitate to contact me.

Sincerely,



Brianna N. Benfield

EXHIBIT D

CALENDAR REQUEST FOR WAKE COUNTY SUPERIOR & DISTRICT COURTS

Benjamin Hubbard

FILE NO. 10-CVD-18602

Vs.

Saturn Corporation

JURY _____ NON-JURY X

TERM BEGINNING: August 15, 2011

TRIAL	PRE-TRIAL	DEFAULT	DIVORCE	SMALL CLAIM APPEAL	MOTION
					X

If Motion, specify type: Default judgment

NATURE OF CASE						
CONTRACT	NEGLIGENCE	LAND	WILL	DOMESTIC	ADM. APPEAL	OTHER (Specify)
						"Lemon" Law

- *****
- In my opinion, this case will take .75 days(hours) to try.
 - Special Request:
 - If opposing counsel cannot be ready during the term specified, notice must be given to the undersigned and to the Trial Court Administrator 24 hours prior to date for setting the calendar, to wit: _____.
- *****

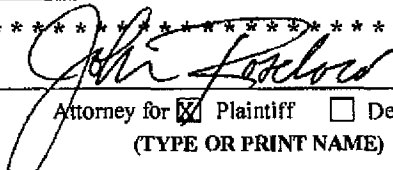
CERTIFICATE OF READINESS

I HEREBY CERTIFY:

- All motions existing of record this date have been heard or otherwise disposed of;
- I know of no procedural matters which would delay the trial of the case when called for trial;
- I know of no parties or witnesses desired that will not be available on the trial date;
- I know of no current reason that would cause me to move for continuance.
- I am ready for trial;
- I have/have not attended a pre-trial conference.

Attorney for Plaintiff Defendant
(TYPE OR PRINT NAME)

This the 8th day of July 2011.


Attorney for Plaintiff Defendant
(TYPE OR PRINT NAME)

MAIL CALENDAR REQUEST TO: Trial Court Administrator, Post Office Box 1916, Raleigh, N.C. 27602
AND A COPY TO: (Give address if out-of-town attorney or of pro se parties)

ATTORNEY FOR

ATTORNEY FOR

**NOTE: SUPERIOR COURT-SEE SESSIONS SCHEDULE FOR DATE REQUESTS ARE DUE
DISTRICT COURT-REQUESTS ARE DUE FIVE WEEKS IN ADVANCE OF TRIAL/MOTION DATE**

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served the foregoing Calendar Request for Wake County Superior and District Courts upon all parties to this action via fax as follows:

Briana N. Benfield
Weil, Gotshal & Manges LLP
Attorneys for Defendant Saturn Corporation
1300 Eye Street NW, Suite 900
Washington, DC 20005-3314
Fax: 202-857-0940

This the 8th day of July 2011

By:


John Roseboro
N.C. State Bar No. 26680
The Roseboro Law Firm, PLLC
Attorney for Plaintiff Benjamin Hubbard
P.O. Box 13295
Research Triangle Park, NC 27709
Tel: 919-313-4849
Fax: 919-251-9214
Email: john.roseboro@roseborolaw.com

EXHIBIT E

1300 Eye Street NW, Suite 900
Washington, DC 20005-3314
+1 202 682 7000 tel
+1 202 857 0940 fax

75

Weil, Gotshal & Manges LLP

David R. Berz
+1 202 682 7190
david.berz@weil.com

July 8, 2011

BY FIRST CLASS MAIL

Clerk of Court
Wake County Clerk of Court
General Court of Justice
State of North Carolina
P.O. Box 351
Raleigh, NC 27602-0351


Re: Case No. 10-CVD-18602

Dear Clerk of Court:

Enclosed please find a Notice of Bankruptcy of Motors Liquidation Company (f/k/a General Motors Corporation) and certain of its subsidiaries, including Saturn, LLC (collectively, the "Debtors"), the defendant in the above-captioned case. As indicated in the Notice, on June 1, 2009, the Debtors filed a voluntary petition seeking bankruptcy protection under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York. The chapter 11 case bears case no. 09-50026 (REG). Under section 362 of the Bankruptcy Code, all actions pending against the Debtors are automatically stayed.

If you have any questions with respect to the foregoing, please do not hesitate to call me.

Respectfully submitted,

David R. Berz 

David R. Berz

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
FILE NO.: 10-CVD-18602

BENJAMIN MCKINLEY HUBBARD

Plaintiff,

NOTICE OF BANKRUPTCY

v.

SATURN CORPORATION,

Defendant.

PLEASE TAKE NOTICE that, on June 1, 2009, (the "Commencement Date"), Motors Liquidation Company (f/k/a/ General Motors Corporation) and certain of its subsidiaries including Saturn, LLC (collectively "Debtors") filed a voluntary petition seeking bankruptcy protection under chapter 11 of title 11 of the United States Code (11 U.S.C. § 101 *et seq.*) ("Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York ("Bankruptcy Court"). The bankruptcy case has been assigned Case No. 09-50026 (REG). A copy of Saturn's chapter 11 petition is attached hereto as Exhibit A.

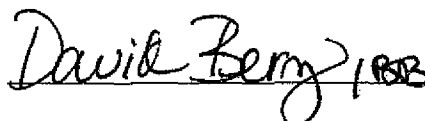
PLEASE BE ADVISED that, as of the Commencement Date, any new or further action against the Debtors is stayed pursuant to section 362 of the Bankruptcy Code (the "Automatic Stay"), which provides that the filing of the petition, among other things, "operates as a stay, applicable to all entities, of ... the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before

the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title” and of “any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate.” 11 U.S.C. § 362(a)(1) & 362(a)(3).

PLEASE BE FURTHER ADVISED that March 31, 2011, was the effective date of the Debtors’ Second Amended Joint Chapter 11 Plan (the “Plan”) and pursuant to sections 10.4, 10.6, and 10.7 of the Plan, an injunction went into effect on that date effectively continuing the automatic stay and enjoining all parties in interest “from taking any actions to interfere with the implementation or consummation of the Plan.”¹

PLEASE BE FURTHER ADVISED that any action taken against The Debtors without obtaining relief from the Automatic Stay or the Plan Injunction from the Bankruptcy Court may be void ab initio and may result in a finding of contempt against Plaintiff. MLC reserves and retains its statutory rights to seek relief in the Bankruptcy Court from any judgment, order, or ruling entered in violation of the Automatic Stay or the Plan Injunction.

Dated: July 8, 2011

By:  _____

David Berz
WEIL, GOTSHAL & MANGES, LLP
1300 Eye Street, N.W., Suite 900
Washington, DC 20005
Telephone: (202) 682-7000

Bankruptcy Counsel for the Debtors

¹ The Plan (ECF No. 9836), the Bankruptcy Court’s Order confirming the Plan (ECF No. 9941), and the Notice of (I) Entry of Order Confirming Debtors’ Second Amended Joint Chapter 11 Plan and (II) Occurrence of Effective Date (ECF No. 10151) are publicly available free of charge at www.motorsliquidationdocket.com.

EXHIBIT A

Chapter 11 Petition of Saturn LLC

United States Bankruptcy Court Southern District of New York		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): SATURN, LLC		Name of Joint Debtor (Spouse) (Last, First, Middle): N/A
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): See Schedule 1 Attached		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names): N/A
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 38-2577506		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): N/A
Street Address of Debtor (No. and Street, City, and State): 300 Renaissance Center		Street Address of Joint Debtor (No. and Street, City, and State): N/A
ZIP CODE 48265-3000		ZIP CODE
County of Residence or of the Principal Place of Business: Wayne County		County of Residence or of the Principal Place of Business: N/A
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address): N/A
ZIP CODE		ZIP CODE
Location of Principal Assets of Business Debtor (if different from street address above):		ZIP CODE
Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Automotive Manufacturing Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts. Chapter 11 Debtors: Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(B).
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		
Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors (on a Consolidated Basis) <input type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input checked="" type="checkbox"/> Over 100,000		
Estimated Assets (on a Consolidated Basis) <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input checked="" type="checkbox"/> More than \$1 billion		
Estimated Liabilities (on a Consolidated Basis) <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input checked="" type="checkbox"/> More than \$1 billion		

(Official Form 1) (1/08)		FORM B1, Page 2
Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): SATURN, LLC
All Prior Bankruptcy Case Filed Within Last 8 Years (If more than two, attach additional sheet.)		
Location Where Filed: N/A	Case Number: N/A	Date Filed: N/A
Location Where Filed: N/A	Case Number: N/A	Date Filed: N/A
Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet.)		
Name of Debtor: See Schedule 2 Attached	Case Number: As filed	Date Filed: June 1, 2009
District: Southern District of New York	Relationship: See Schedule 2 Attached	Judge: Undetermined
<p style="text-align: center; font-weight: bold; font-size: small;">Exhibit A</p> <p style="font-size: x-small;">(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center; font-weight: bold; font-size: small;">Exhibit B</p> <p style="font-size: x-small;">(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by § 342(b).</p> <p style="text-align: center;"><input checked="" type="checkbox"/> _____ Signature of Attorney for Debtor(s) Date</p>	
Exhibit C		
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?		
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.		
<input checked="" type="checkbox"/> No.		
Exhibit D		
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)		
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.		
If this is a joint petition:		
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.		
Information Regarding the Debtor - Venue (Check any applicable box.)		
<input type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.		
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.		
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.		
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes)		
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)		
_____ (Name of landlord that obtained judgment)		
_____ (Address of landlord)		
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and		
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.		
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(1)).		

Official Form 1 (1/08)		FORM B1, Page 3	
Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): SATURN, LLC	
Signatures			
Signature(s) of Debtor(s) (Individual/Joint) I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b). I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.		Signature of a Foreign Representative I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition. (Check only one box.) <input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached. <input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.	
X _____ Signature of Debtor X _____ Signature of Joint Debtor _____ Telephone Number (if not represented by attorney) _____ Date		X _____ (Signature of Foreign Representative) _____ (Printed Name of Foreign Representative) _____ Date	
Signature of Attorney* X <u>/s/ Stephen Karotkin</u> Signature of Attorney for Debtor(s) <u>Stephen Karotkin</u> Printed Name of Attorney for Debtor(s) <u>Weil, Gotshal & Manges LLP</u> Firm Name <u>767 Fifth Avenue</u> Address <u>New York, New York 10153</u> <u>(212) 310-8000</u> Telephone Number <u>June 1, 2009</u> Date <small>* In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</small>		Signature of Non-Attorney Bankruptcy Petition Preparer I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19B is attached. _____ Printed Name and title, if any, of Bankruptcy Petition Preparer _____ Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.) _____ Address _____ _____ X _____ _____ Date Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above. Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual: If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person. A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.	
Signature of Debtor (Corporation/Partnership) I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.			
X <u>/s/ Jill A. Lajdziak</u> Signature of Authorized Individual <u>Jill A. Lajdziak</u> Printed Name of Authorized Individual <u>President</u> Title of Authorized Individual <u>June 1, 2009</u> Date			

Schedule 1

All Other Names Used By the Debtor in the Last 8 Years

1. Saturn Corporation
2. Saturn Motor Car Corporation
3. GM Saturn Corporation
4. Saturn Corporation of Delaware

Schedule 2

**PENDING BANKRUPTCY CASES CONCURRENTLY
FILED BY AFFILIATES OF THIS DEBTOR**

Company	Affiliation
Chevrolet-Saturn of Harlem, Inc.	Affiliate of Saturn, LLC
General Motors Corporation	Direct Parent of Saturn, LLC
Saturn Distribution Corporation	Wholly-Owned Direct Subsidiary of Saturn, LLC

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

<hr/>		X
In re	:	
	:	Chapter 11 Case No.
	:	
SATURN, LLC,	:	09- _____ ()
	:	
Debtor.	:	
<hr/>		X

**CONSOLIDATED LIST OF CREDITORS
HOLDING 50 LARGEST UNSECURED CLAIMS¹**

Following is the consolidated list of the creditors of Saturn, LLC and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the "Debtors"), holding the 50 largest noncontingent unsecured claims as of May 31, 2009.

Except as set forth above, this list has been prepared in accordance with Rule 1007(d) of the Federal Rules of Bankruptcy Procedure and with Rule 1007-1 of the Local Rules of Bankruptcy Procedure. This list does not include persons who come within the definition of "insider" set forth in section 101(31) of chapter 11 of title 11 of the United States Code.

¹ The information herein shall not constitute an admission of liability by, nor is it binding on, the Debtors. All claims are subject to customary offsets, rebates, discounts, reconciliations, credits, and adjustments, which are not reflected on this Schedule.

Name of creditor and complete mailing address including zip code	Name, telephone number, and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim (if secured also state value of security)
1. Wilmington Trust Company Rodney Square North 1100 North Market Street Wilmington, DE 19890 United States	Attn: Geoffrey J. Lewis Phone: (302) 636-6438 Fax: (302) 636-4145 Rodney Square North 1100 North Market Street Wilmington, DE 19890 United States	Bond Debt		\$22,759,871,912 ¹
2. International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) 8000 East Jefferson Detroit, MI 48214 United States	Attn: Ron Gettlefinger Phone: (313) 926-5201 Fax: (313) 331-4957 8000 East Jefferson Detroit, MI 48214 United States	Employee Obligations		\$20,560,000,000 ²
3. Deutsche Bank AG, London As Fiscal Agent Theodor-Heuss-Allee 70 Frankfurt, 60262 Germany	Attn: Stuart Harding Phone: (44) 207 547 3533 Fax: (44) 207 547 6149 Winchester House 1 Great Winchester Street London EC2N 2DB England	Bond Debt		\$4,444,050,000 ³

¹ This amount consolidates Wilmington Trust Company's claims as indenture trustee under the indentures, dated December 7, 1995 (\$21,435,281,912) and November 15, 1990 (\$1,324,590,000).

² This liability is estimated as the net present value at a 9% discount rate of future contributions, as of January 1, 2009, and excludes approximately \$9.4 billion corresponding to the GM Internal VEBA.

³ The amount includes outstanding bond debt of \$4,444,050,000, based on the Eurodollar exchange rates of \$1.39.

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address including zip code of employee, agent or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim if secured (use state value of security)
<p>4. International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers – Communications Workers of America (IUE-CWA)</p> <p>3461 Office Park Drive Kettering, OH 45439 United States</p>	<p><u>Attn:</u> Mr. James Clark</p> <p>Phone: (937) 294-9764 Fax: (937) 298-633</p> <p>2701 Dryden Road Dayton, OH 45439 United States</p>	<p>Employee Obligations</p>		<p>\$2,668,600,000⁴</p>
<p>5. Bank of New York Mellon</p> <p>One Wall Street New York, NY 10286 United States</p>	<p><u>Attn:</u> Gregory Kinder</p> <p>Phone: (212) 815-2576 Fax: (212) 815-5595</p> <p>Global Corporate Trust, 101 Barclay, 7W New York, NY 10286 United States</p>	<p>Bond Debt</p>		<p>\$175,976,800</p>
<p>6. Starcom Mediavest Group, Inc.</p> <p>35 W. Wacker Drive Chicago, IL 60601 United States</p>	<p><u>Attn:</u> Laura Desmond</p> <p>Phone: (312) 220-3550 Fax: (312) 220-6530</p> <p>35 W. Wacker Drive Chicago, IL 60601 United States</p>	<p>Trade Debt</p>		<p>\$121,543,017</p>
<p>7. Delphi Corp.</p> <p>5725 Delphi Drive Troy, MI 48098 United States</p>	<p><u>Attn:</u> Rodney O'Neal</p> <p>Phone: (248) 813-2557 Fax: (248) 813-2560</p> <p>5725 Delphi Drive Troy, MI 48098 United States</p>	<p>Trade Debt</p>		<p>\$110,876,324</p>

⁴ This liability estimated as the net present value at a 9% discount rate.

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address, including zip code of employee, agent or department of creditor familiar with claims (to whom be contacted)	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to suit	Amount of claim (If entered also state date of payment)
<p>8. Robert Bosch GmbH</p> <p>38000 Hills Tech Drive Farmington Hills, MI 48331 United States</p>	<p>Attn: Franz Fehrenbach</p> <p>Phone: (49 71) 1 811-6220 Fax: (49 71) 1 811-6454</p> <p>Robert-Bosch-Platz 1 / 70839 Gerlingen-Schillerhoche, Germany</p>	<p>Trade Debt</p>		<p>\$66,245,958</p>
<p>9. Lear Corp.</p> <p>21557 Telegraph Road Southfield, MI 48033 United States</p>	<p>Attn: Robert Rossiter</p> <p>Phone: (248) 447-1505 Fax: (248) 447-1524</p> <p>21557 Telegraph Road Southfield, MI 48033 United States</p>	<p>Trade Debt</p>		<p>\$44,813,396</p>
<p>10. Renco Group, Inc.</p> <p>1 Rockefeller Plaza, 29th Floor New York, NY 10020 United States</p>	<p>Attn: Lon Offenbacher</p> <p>Phone: (248) 655-8920 Fax: (248) 655-8903</p> <p>1401 Crooks Road Troy, MI 48084 United States</p>	<p>Trade Debt</p>		<p>\$37,332,506</p>
<p>11. Enterprise Rent A Car</p> <p>6929 N Lakewood Ave Suite 100 Tulsa, OK 74117 United States</p>	<p>Attn: Greg Stubblefield</p> <p>Phone: (314) 512 3226 Fax: (314) 512 4230</p> <p>600 Corporate Park Drive St. Louis, MO 63105 United States</p>	<p>Trade Debt</p>		<p>\$33,095,987</p>

Name of creditor and complete mailing address including zip code	Name, telephone number, and complete mailing address, including zip code of employee, agent, or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to setoff	Amount of claim (if secured also state value of security)
12. Johnson Controls, Inc. 5757 N. Green Bay Avenue Glendale, WI 53209 United States	Attn: Stephen A. Roell Phone: (414)-524-2223 Fax: (414)-524-3000 5757 N. Green Bay Avenue Milwaukee, WI 53201 United States	Trade Debt		\$32,830,356
13. Denso Corp. 24777 Denso Drive Southfield, MI 48086 United States	Attn: Haruya Maruyama Phone: (248) 350-7500 Fax: (248) 213-2474 24777 Denso Drive Southfield, MI 48086 United States	Trade Debt		\$29,229,047
14. TRW Automotive Holdings, Corp. 12025 Tech Center Dr. Livonia, MI 48150 United States	Attn: John Plant Phone: (734) 855-2660 Fax: (734) 855-2473 12001 Tech Center Drive Livonia, MI 48150 United States	Trade Debt		\$27,516,189
15. Magna International, Inc. 337 Magna Drive Aurora, ON L4G 7K1 Canada	Attn: Don Walker Phone: (905) 726-7040 Fax: (905) 726-2593 337 Magna Drive Aurora, ON L4G 7K1 Canada	Trade Debt		\$26,745,489
16. American Axle & Mfg Holdings, Inc. One Dauch Drive Detroit, MI 48211-1198 United States	Attn: Richard Dauch Phone: (313) 758-4213 Fax: (313) 758-4212 One Dauch Drive Detroit, MI 48211 United States	Trade Debt		\$26,735,957

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address, including zip code, of employee, agent or department officer, director, familiar with claim whom may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim, if secured, also state nature of security
17. Maritz Inc. 1375 North Highway Drive Fenton, MO 63099 United States	<u>Attn:</u> Steve Maritz Phone: (636) 827-4700 Fax: (636) 827-2089 1375 North Highway Drive Fenton, MO 63099 United States	Trade Debt		\$25,649,158
18. Publicis Groupe S.A. 133 Ave des Champs Elysees Paris, 75008 France	<u>Attn:</u> Maurice Levy Phone: (33.01) 4 443-7000 Fax: (33 01) 4 443-7550 133 Ave des Champs-Elysees Paris, 75008 France	Trade Debt		\$25,282,766
19. Hewlett Packard Co. 3000 Hanover Street Palo Alto, CA 94304 United States	<u>Attn:</u> Mike Nefkens Phone: (313) 230 6800 Fax: (313) 230 5705 500 Renaissance Center, MC:20A Detroit, MI 48243 United States	Trade Debt		\$17,012,332
20. Interpublic Group of Companies, Inc. 1114 Avenue of the Americas New York, NY 10036 United States	<u>Attn:</u> Michael Roth Phone: (212) 704-1446 Fax: (212) 704.2270 1114 Avenue of the Americas New York, NY 10036 United States	Trade Debt		\$15,998,270
21. Continental AG Vahrenwalder Str. 9 D-30165 Hanover, Germany	<u>Attn:</u> Karl-Thomas Phone: 49-69-7603-2888 Fax: 49-69-7603-3800 Guerickestrasse 7, 60488 Frankfurt 60488 Germany	Trade Debt		\$15,539,456

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address including zip code of employee, agent or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim (if secured also state value of security)
22. Tenneco Inc. 500 North Field Drive Lake Forest, IL 60045 United States	<u>Attn:</u> Gregg Sherrill Phone: (847) 482-5010 Fax: (847) 482-5030	Trade Debt		\$14,837,427
23. Yazaki Corp. 6801 Haggerty Road Canton, MI 48187 United States	<u>Attn:</u> George Perry Phone: (734) 983-5186 Fax: (734) 983-5197	Trade Debt		\$13,726,367
24. International Automotive Components 5300 Auto Club Drive Dearborn, MI 48126 United States	<u>Attn:</u> James Kamsickas Phone: (313) 253-5208 Fax: (313) 240-3270	Trade Debt		\$12,083,279
25. Avis Rental Car 6 Sylvan Way Parsippany, NJ 07054 United States	<u>Attn:</u> Robert Salerno Phone: (973) 496-3514 Fax: (212) 413-1924	Trade Debt		\$12,040,768
26. FMR Corp. 82 Devonshire St Boston, MA 02109 United States	<u>Attn:</u> Robert J. Chersi Phone: (617) 563-6611 Fax: (617) 598-9449	Trade Debt		\$11,980,946

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address including zip code of employee, agent or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim if secured, also state value of security
27. AT&T Corp. 208 South Akard Street Dallas, TX 75202 United States	<u>Attn:</u> Richard G. Lindner Phone: (214) 757-3202 Fax: (214) 746-2102	Trade Debt		\$10,726,376
28. Union Pacific Corp. 1400 Douglas Street Omaha, NE 68179 United States	<u>Attn:</u> Robert M. Knight, Jr. Phone: (402) 544-3295 Fax: (402) 501-2121	Trade Debt		\$10,620,928
29. Warburg E M Pincus & Co., Inc. 466 Lexington Ave New York, NY 10017 United States	<u>Attn:</u> Joseph P. Landy Phone: (212) 878-0600 Fax: (212) 878-9351	Trade Debt		\$10,054,189
30. Visteon Corp. One Village Center Drive Van Buren Township, MI 48111 United States	<u>Attn:</u> Donald J. Stebbins Phone: (734) 710-7400 Fax: (734) 710-7402	Trade Debt		\$9,841,774
31. US Steel 600 Grant Street Room 1344 Pittsburgh, PA 15219 United States	<u>Attn:</u> John Surma Phone: (412) 433-1146 Fax: (412) 433-1109	Trade Debt		\$9,587,431

Name of creditor and complete mailing address, including zip code	Name, telephone number and complete mailing address, including zip code, of employee, agent or department of creditor (familiar with claim who may be contacted)	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim (if secured also state value of security)
32. Arcelor Mittal 19, Avenue De La Liberte Luxembourg, L-2930 Luxembourg	Attn: Lakshmi Mittal Phone: 44 20 7543 1131 Fax: (44 20) 7 629-7993 Berkley Square House, 7th Floor Berkley Square House London, England W1J6DA	Trade Debt		\$9,549,212
33. AK Steel Holding, Corp. 9227 Centre Pointe Drive Westchester, OH 45069 United States	Attn: Jim Wainscott Phone: (513) 425-5412 Fax: (513) 425-5815 9227 Centre Pointe Drive Westchester, OH 45069 United States	Trade Debt		\$9,116,371
34. CSX Corp. 500 Water Street, 15th Floor Jacksonville, FL 32202 United States	Attn: Oscar Muñoz Phone: (904) 359-1329 Fax: (904) 359-1859 500 Water Street, 15th Floor Jacksonville, FL 32202 United States	Trade Debt		\$8,884,846
35. Hertz Corporation 14501 Hertz Quail Springs Parkway Oklahoma City, OK 73134 United States	Attn: Elyse Douglas Phone: (201) 450-2292 Fax: (866) 444-4763 225 Brae Boulevard Park Ridge, NJ 07656 United States	Trade Debt		\$8,710,291

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address including zip codes of employee, agent or department of creditor (similar with claim who may be contacted)	Nature of claim (trade debt, bank loan, government contract, etc)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim (if secured also state value of security)
36. Alpha S.A. de C.V. Ave. Gómez Morín No. 1111 Sur Col. Carrizalejo San Pedro Garza García, N. L. C.P. 66254 Mexico	Attn: Manuel Rivera Phone: (52 81) 8 748 1264 Fax: (52 81) 8 748-1254 Ave. Gómez Morín No. 1111 Sur Col. Carrizalejo San Pedro Garza García, N. L. C.P. 66254 Mexico	Trade Debt		\$8,209,133
37. Voith AG 2200 N. Roemer Rd Appleton, WI United States	Attn: Hubert Lienhard Phone: 49 7321 372301 St. Poltner Strasse 43 Heidenheim, D-89522 Germany	Trade Debt		\$7,146,187
38. Goodyear Tire & Rubber Co. 1144 E Market St Akron, OH 44316-0001 United States	Attn: Robert Keegan Phone: (330) 796-1145 Fax: (330) 796-2108 1144 East Market Street Akron, OH 44316-0001 United States	Trade Debt		\$6,807,312
39. Manufacturers Equipment & Supply Co. 2401 Lapeer Rd Flint, MI 48503-4350 United States	Attn: Greg M. Gruizenga Phone: (800) 373-2173 Fax: (810) 239-5360 2401 Lapeer Rd Flint, MI 48503 United States	Trade Debt		\$6,695,777
40. Severstal O A O 4661 Rotunda Drive P.O. Box 1699 Dearborn, MI 48120 United States	Attn: Gregory Mason Phone: (313) 317-1243 Fax: (313) 337-9373 14661 Rotunda Drive, P.O. Box 1699 Dearborn, MI 48120 United States	Trade Debt		\$6,687,993

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address including zip code of company, agent, or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to suit	Amount of claim if secured also state value of collateral
41. Exxon Mobil Corp. 5959 Las Colinas Boulevard Irving, TX 75039 United States	<u>Attn:</u> James P. Hennessy Phone: (703) 846-7340 Fax: (703) 846-6903 3225 Gallows Road Fairfax, VA 22037 United States	Trade Debt		\$6,248,959
42. Hitachi Ltd. 955 Warwick Road P.O. Box 510 Harrodsburg, KY 40330 United States	<u>Attn:</u> Yasuhiko Honda Phone: (81 34) 564-5549 Fax: (81 34) 564-3415 Akihabara Daibiru Building 18-13, Soto-Kanda, 1-Chome Chiyoda-Ku, Tokyo, 101-8608 Japan	Trade Debt		\$6,168,651
43. Mando Corp. 4201 Northpark Drive Opelika, AL 36801 United States	<u>Attn:</u> Zung Su Byun Phone: (82 31) 680-6114 Fax: (82 31) 681-6921 343-1, Manho-Ri, Poseung-Myon, Pyongtaek Kyonggi, South Korea, Korea	Trade Debt		\$5,459,945
44. General Physics Corp. 1500 W. Big Beaver Rd. Troy, MI 48084 United States	<u>Attn:</u> Sharon Esposito Mayer Phone: (410) 379-3600 Fax: (410) 540-5302 6095 Marshalee Drive, St. 300 Elkridge, MD 21075 United States	Trade Debt		\$5,208,070
45. Sun Capital Partners, Inc. 5200 Town Center Circle, Suite 600 Boca Raton, FL 33486 United States	<u>Attn:</u> Mr. Kevin Phone: (561) 948-7514 Fax: (561) 394-0540 5200 Town Center Circle, Suite 600 Boca Raton, FL 33486 United States	Trade Debt		\$4,747,353

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address including zip code of employee, agent, or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim (if secured also state value of security)
46. Jones Lang Lasalle, Inc. 200 East Randolph Drive Chicago, IL 60601 United States	Attn: Colin Dyer Phone: (312) 228-2004 Fax: (312) 601-1000 200 East Randolph Drive Chicago, IL 60601 United States	Trade Debt		\$4,651,141
47. McCann Erickson 238 11 Avenue, SE Calgary, Alberta T2G OX8 Canada	Attn: Gary Lee Phone: (646) 865 2606 Fax: (646) 865 8694 622 3rd Avenue New York, NY 10017 United States	Trade Debt		\$4,603,457
48. Flex-N-Gate Corp. 1306 East University Ave. Urbana, IL 61802 United States	Attn: Shahid Khan Phone: (217) 278-2618 Fax: (217) 278-2318 1306 East University Urbana, IL 61802 United States	Trade Debt		\$4,490,775
49. Bridgestone Corp. 535 Marriott Drive Nashville, TN 37214 United States	Attn: Shoshi Arakawa Phone: (81 33) 567 0111 Fax: (81 33) 567 9816 10-1 Kyobashi 1-chome Chuo-ku, Tokyo, Japan 104 Japan	Trade Debt		\$4,422,763
50. Cap Gemini America Inc 623 Fifth Avenue, 33 rd Floor New York, NY 10022 United States	Attn: Thierry Delaporte Phone: (212) 314-8327 Fax: (212) 314-8018 623 Fifth Avenue, 33 rd Floor New York, NY 10022 United States	Trade Debt		\$4,415,936

DECLARATION UNDER PENALTY OF PERJURY:

I, the undersigned authorized officer of the limited liability company named as Debtor in this case declare under penalty of perjury that I have reviewed the foregoing Consolidated List of Creditors Holding the 50 Largest Unsecured Claims and that the list is true and correct to the best of my information and belief.

Dated: June 1, 2009

/s/ Jill A. Lajdziak

Signature

NAME: Jill A. Lajdziak

TITLE: President

SATURN LLC

**WRITTEN CONSENT
OF THE BOARD OF MANAGERS**

The undersigned members of the Board of Managers of Saturn LLC, a Delaware limited liability company (the "Company"), hereby take the following actions by written consent:

COMMENCEMENT OF CHAPTER 11 CASE

RESOLVED, that the Company be, and it hereby is, authorized and directed to file a petition seeking relief under the provisions of Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code");

RESOLVED, that each of the Proper Officers (it being understood that, for the purposes of these Resolutions, the "Proper Officers" shall include, without limitation, the President, any Vice President, the Treasurer, the Secretary, or any Assistant Secretary, is hereby authorized and directed to execute, verify, and file all petitions under Chapter 11 of the Bankruptcy Code and to cause the same to be filed in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") at such time as such Proper Officer shall determine;

RESOLVED, that in connection with the commencement of the Chapter 11 case by the Company, each Proper Officer is hereby authorized to negotiate, execute, and deliver such notes, security and other agreements, and instruments as such Proper Officer considers appropriate to enable the Company to utilize cash collateral on the terms and conditions such Proper Officer or Proper Officers executing the same may consider necessary, proper, or desirable, and to consummate the transactions contemplated by such notes, security and other agreements and instruments on behalf of the Company, subject to Bankruptcy Court approval;

RESOLVED, that each Proper Officer is hereby authorized and directed to enter into, execute, deliver, certify, file and/or record, negotiate, and perform, any and all petitions, schedules, lists, motions, certifications, agreements, instruments, affidavits, applications, including without limitation, applications for approvals or rulings of governmental or regulatory authorities, or other documents and to take such other actions, as in the judgment of such Proper Officer shall be or become necessary, proper, or desirable in connection with the Company's Chapter 11 case;

EXECUTION OF MASTER SALE AND PURCHASE AGREEMENT

RESOLVED, that the Board finds that the sale of assets of the Company to Auto Acquisition Corp., a new entity formed by the United States Department of the Treasury, in accordance with the Purchase Agreement (as defined below), is expedient and in the best interests of the Company;

RESOLVED, that the form, terms and provisions of the proposed Master Sale and Purchase Agreement (the "Purchase Agreement") by and among the Company, General Motors Corporation, Saturn Distribution Company, Chevrolet- Saturn of Harlem, Inc., and Auto Acquisition Corp., in substantially the form reviewed by the Board, are hereby approved, and the sale of the assets of the Company set forth in the Purchase Agreement on the terms set forth in the Purchase Agreement is authorized and approved;

RESOLVED, that each of the Proper Officers, or any of them, is hereby authorized and directed to execute and deliver the Purchase Agreement, with such changes therein or revisions thereto as the Proper Officer or Officers executing and delivering the same may in his or their sole and absolute discretion approve, consistent with these Resolutions and with the advice of the Company's Legal Staff, and to cause the Company to carry out the terms and provisions thereof;

RESOLVED, that each of the Proper Officers, or any of them, is hereby authorized and directed to approve, execute and deliver from time to time such amendments, changes or modifications to the Purchase Agreement as any such Proper Officer shall, consistent with these Resolutions and with the advice of the Company's Legal Staff, deem necessary, proper or desirable;

EXECUTION OF DIP LOAN FACILITY

RESOLVED, that in connection with the commencement of the Chapter 11 case by the Company, each of the Proper Officers, or any of them, is hereby authorized to negotiate, execute, deliver and cause the Company to perform its obligations under (i) the secured super priority debtor-in-possession credit agreement (the "Credit Agreement"), among General Motors Corporation, a debtor and debtor in possession under Chapter 11 of the Bankruptcy Code, as borrower, certain subsidiaries of General Motors Corporation, including the Company, listed therein, as guarantors, the United States Department of the Treasury, as lender, and Export Development Canada, as lender, (ii) the Guaranty and Security Agreement pursuant to which the Company is guaranteeing the Obligations (as defined in the Credit Agreement) and granting a security interest in its assets to secure such guarantee and (iii) the Equity Pledge Agreement, the Environmental Indemnity Agreement, the mortgages, deposit account control agreements and other similar documents and any other agreements or documents executed by the Company in connection with the Credit Agreement, the documents and transactions contemplated thereby and the

Company's grant of a security interest in or pledge of assets as collateral to secure its guarantee of the Obligations (the documents described in this clause (iii) collectively described herein as the "Other Financing Documents");

RESOLVED, that each of the Proper Officers, or any of them, is hereby authorized to grant a security interest in and pledge assets as collateral as described in the Guaranty and Security Agreement, the Equity Pledge Agreement and each Other Financing Document to which the Company is party;

APPOINTMENT OF CHIEF RESTRUCTURING OFFICER

RESOLVED, that, pursuant to the Company's Bylaws, the Board hereby designates a new officer of the Company, the Chief Restructuring Officer, with such duties as the Board or any committee thereof to whom appropriate authority has been delegated by the Board in connection with the actions contemplated by these Resolutions shall determine, including working with other senior management of the Company, and other professionals, to assist the Company in connection with the administration of its Chapter 11 case;

RESOLVED, that Albert A. Koch is hereby appointed to serve as the Chief Restructuring Officer, effective as of the date hereof;

RETENTION OF ADVISORS

RESOLVED, that the law firm of Weil, Gotshal & Manges LLP is hereby employed as attorneys for the Company under a general retainer in the Company's Chapter 11 case, subject to Bankruptcy Court approval;

RESOLVED, that the law firm of Jenner & Block LLP is hereby employed as attorneys for the Company under a general retainer in the Company's Chapter 11 case, subject to Bankruptcy Court approval;

RESOLVED, that the law firm of Honigman Miller Schwartz and Cohn LLP is hereby employed as special counsel for the Company in the Company's Chapter 11 case, subject to Bankruptcy Court approval;

RESOLVED, that the firm of AP Services LLC is hereby employed as restructuring advisor for the Company in the Company's Chapter 11 case, subject to Bankruptcy Court approval;

RESOLVED, that the firm of Evercore Partners, Inc. is hereby employed as financial advisor for the Company in the Company's Chapter 11 case, subject to Bankruptcy Court approval;

RESOLVED, that the firm of The Blackstone Group L.P. is hereby employed as investment banker for the Company in the Company's Chapter 11 case, subject to Bankruptcy Court approval;

RESOLVED, that each Proper Officer is hereby authorized and directed to employ and retain all assistance by legal counsel, accountants, financial advisors, restructuring advisors, and other professionals, subject to Bankruptcy Court approval, and to perform any and all further acts and deeds the Proper Officer deems necessary, proper, or desirable in furtherance thereof with a view to the successful prosecution of the Company's Chapter 11 case;

GENERAL AUTHORIZATION AND RATIFICATION

RESOLVED, that each Proper Officer is authorized and directed, consistent with these Resolutions and with the advice of the Company's Legal Staff: (i) to negotiate, execute, deliver, certify, file and/or record, and perform, any and all of the agreements, documents, and instruments referenced herein, and such other agreements, documents, and instruments and assignments thereof as may be required or as such Proper Officer deems appropriate or advisable, or to cause the negotiation, execution, and delivery thereof, in the name and on behalf of the Company, as the case may be, in such form and substance as such Proper Officer may approve, together with such changes and amendments to any of the terms and conditions thereof as such Proper Officer may approve, with the execution and delivery thereof on behalf of the Company by or at the direction of such Proper Officer to constitute evidence of such approval, (ii) to negotiate, execute, deliver, certify, file and/or record, and perform, in the name and on behalf of the Company, any and all agreements, documents, certificates, consents, filings, and applications relating to the Resolutions adopted and matters ratified or approved herein and the transactions contemplated thereby, and amendments and supplements to any of the foregoing, and to take such other action as may be required or as such Proper Officer deems appropriate or advisable in connection therewith, and (iii) to do such other things as may be required, or as may in such Proper Officer's judgment be necessary, proper or desirable, to carry out the intent and effectuate the purposes of the Resolutions adopted and matters ratified or approved herein and the consummation of the transactions contemplated hereby; and

RESOLVED, that all actions taken by the Proper Officers prior to the date of the foregoing Resolutions adopted at this meeting and within the authority conferred, are hereby ratified, confirmed, approved in all respects as the act and deed of the Company.

The actions taken by this Consent shall have the same force and effect as if taken by the undersigned at a meeting of the Board of Managers of the Company, duly called and constituted pursuant to the laws of the State of Delaware. This Consent may be executed in counterparts, which together will constitute the original.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Board of Managers as of June 1, 2009.

/s/ Gary L. Cowger
Gary L. Cowger

/s/ Jill A. Lajdziak
Jill A. Lajdziak

/s/ Joseph G. Peter
Joseph G. Peter

AFFIRMATION OF SERVICE BY FEDERAL EXPRESS

Brianna Benfield, an attorney duly admitted to practice law before the Courts of District of Columbia and State of Virginia, hereby affirms the following to be true under penalty of perjury:

I am over the age of eighteen (18) years, am employed by the law firm of Weil, Gotshal & Manges LLP, and am not a party to this action.

On the 8th day of July, 2011, I served a copy of the foregoing Notice of Bankruptcy in the above-captioned action upon:

John Roseboro
4819 Emperor Boulevard, Suite 400
Durham, NC 27703

Attorney for Plaintiff

by depositing true copies of the same in a properly addressed pre-paid envelope and sent via Federal Express.

Dated: July 8, 2011



EXHIBIT F

COPY

STATE OF NORTH CAROLINA
COUNTY OF WAKE

FILED
20 OCT -6 PM 1:55 IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
WAKE COUNTY, N.C. FILE NO.: 10-CVD-18602

BENJAMIN MCKINLEY HUBBARD, BY _____)
)
)
 Plaintiff,)

AMENDED COMPLAINT

v.)

SATURN CORPORATION [n/k/a MLCS, LLC],)
WILMINGTON TRUST COMPANY)
[In its Capacity as Trust Administrator)
and Trustee of the Motors Liquidation Company)
GUC Trust], and GENERAL MOTORS, LLC)
[f/k/a NGMCO, Inc.],)
)
)
 Defendants.)

NOW COMES Plaintiff, Benjamin Hubbard, complaining of Defendants as follows.

Parties

1. Plaintiff is a resident of Wake County, North Carolina.
2. Defendant Saturn, LLC (n/k/a MLCS, LLC) ("Defendant Saturn") is a corporation organized and existing under and by virtue of the laws of the State of Delaware, and was authorized to do business in North Carolina at all relevant times. Defendant manufactured new motor vehicles which are sold in North Carolina.
3. On June 1, 2009, Defendant General Motors Liquidation Company and its subsidiary, Defendant Saturn, filed petitions for bankruptcy in the United States Bankruptcy Court for the Southern District of New York. Plaintiff's claims arose after the June 1, 2009, commencement date of Defendant Saturn's bankruptcy case. Thus, Plaintiff's claims are post-bankruptcy-petition claims.

4. As part of the bankruptcy proceedings, a trust fund -- the Motors Liquidation Company GUC Trust -- was established to pay creditors' unsecured claims. Defendant Wilmington Trust Company ("Defendant WTC") is the trust administrator and trustee of the Motors Liquidation Company GUC Trust and, therefore, is a necessary party to this action. Defendant WTC is a corporation organized and existing under and by virtue of the laws of the State of Delaware.

5. As part of the bankruptcy proceedings, on June 26, 2009, Defendant Saturn and other entities, as sellers, entered into an Amended and Restated Master Sale and Purchase Agreement with a purchaser that the United States Department of Treasury sponsored named NGMCO, Inc.

6. Under the terms of the Amended and Restated Master Sale and Purchase Agreement, NGMCO, Inc. assumed responsibility for Defendant Saturn's liabilities arising under certain warranty and lemon law claims:

Section 6.15 Product Certification, Recall and Warranty Claims

From and after the Closing, Purchaser shall be responsible for the administration, management and payment of all Liabilities arising under (i) express written warranties of Sellers that are specifically identified as warranties and delivered in connection with the sale of new, certified used or pre-owned vehicles or new or manufactured motor vehicle parts and equipment (including service parts, accessories, engines and transmissions) manufactured or sold by Sellers or Purchaser prior to or after the Closing and (ii) Lemon Laws. In connection with the foregoing clause (ii), (A) Purchaser shall continue to address Lemon Law Claims using the same procedural mechanisms previously utilized by the applicable Sellers and (B) for avoidance of doubt, Purchaser shall not assume Liabilities arising under the law of implied warranty or other analogous provisions of state Law, other than Lemon Laws, that provide consumer remedies in addition to or different from those specified in Seller's express warranties.

7. NGMCO, Inc. is now named General Motors, LLC ("Defendant General Motors"). Defendant General Motors is a limited liability company organized and existing under and by virtue of the laws of the state of State of Delaware.

Venue

8. Pursuant to N.C. Gen. Stat. § 1-80, venue is proper in Wake County, North Carolina.

First Claim
(Violation of New Motor Vehicles Warranties Act)

9. The allegations of paragraphs 1 – 8 are incorporate herein as if fully set forth below.

10. On or about March 31, 2007, Plaintiff purchased a new motor vehicle (a Saturn Ion) that Defendant Saturn manufactured for purposes other than resale.

11. The vehicle originally delivered to Plaintiff on March 31, 2007. At the time the vehicle was originally delivered, its odometer reading was 35 miles.

12. The vehicle is covered by two express warranties, a 3-year/36,000 mile "bumper-to-bumper" warranty and 5-year/100,000 powertrain warranty.

13. The vehicle has failed to conform to the terms of the express warranties in at least the following ways: the vehicle stalls and makes squeak, "skirt," and grinding noises.

14. The nonconformities described above substantially impair the value of the motor vehicle to Plaintiff.

15. The nonconformities began to occur on or about August 2007, no later than 24 months or 24,000 miles after the original delivery of the vehicle to Plaintiff.

16. Plaintiff presented the vehicle to Defendant Saturn's authorized dealer for repair of the nonconformities on at least the following 14 occasions, but the same nonconformities continue

to exist: August 31, 2007; September 28, 2007; November 2, 2007; April 2, 2008; June 26, 2008; August 14-17, 2008; October 11-13, 2008; January 22, 2009; April 23, 2009; May 29, 2009; June 24, 2009; July 17, 2009; October 5, 2009; and November 10, 2009.

17. In an April 8, 2010 letter, Plaintiff notified Defendant Saturn of the continued existence of the nonconformities and requested a refund. Defendant Saturn denied the request for a refund in violation of N.C. Gen. Stat. § 20-351.3.

18. Plaintiff notified Defendant Saturn in writing of his intention to bring this lawsuit at least ten (10) days before the filing of this action.

19. As a direct and proximate result of Defendant Saturn's violation of the New Motor Vehicle Warranties Act, Defendant Saturn is liable to Plaintiff for damages in an amount to be determined at trial but in no event less than \$21,417.83.

20. Defendant Saturn has unreasonably refused to comply with N.C. Gen. Stat. § 20-351.3, justifying an award of treble damages under N.C. Gen. Stat. § 20-351.8(2).

21. Defendant Saturn has unreasonably refused to give Plaintiff the requested refund or otherwise resolve the matter which constitutes the basis of the action, justifying an award of attorney's fees under N.C. Gen. Stat. § 20-351.8(3).

Second Claim
(Unfair Trade Practice)

22. The allegations of paragraphs 1 – 21 are incorporated herein as if fully set forth below.

23. Defendant Saturn's refusal to give Plaintiff the requested refund or otherwise resolve the matter which constitutes the basis of the action constitutes an unfair act or practice in or affecting commerce in violation of N.C. Gen. Stat. § 75.1.

24. As a direct and proximate result of Defendant Saturn's unfair trade practice, Defendant Saturn is liable to Plaintiff for compensatory damages in an amount to be determined at trial but not less than \$21,417.83, and treble damages pursuant to N.C. Gen. Stat. § 75-16.

25. Defendant Saturn engaged in the unfair trade practice willfully and has unwarrantedly refused to resolve the matter, justifying an award of attorney's fees under N.C. Gen. Stat. § 75-16.1.

Third Claim
(Punitive Damages)

26. Paragraphs 1 – 25 are incorporated herein as if fully set forth below.

27. Defendant Saturn's willful and wanton refusal to give Plaintiff the requested refund justifies an award of punitive damages in an amount to be determined at trial.

WHEREFORE, Plaintiff respectfully prays this Court that:

1. Defendant Saturn be ordered to accept the return of the vehicle;
2. Defendants jointly and severally refund to Plaintiff the full contract price of the vehicle, all collateral charges, and all finance charges incurred by Plaintiff after he first notified Defendant Saturn of the nonconformities;
3. Plaintiff recover damages from Defendants jointly and severally in an amount to be determined at trial but in no event less than \$21,417.83 (less reasonable allowance for Plaintiff's use of the vehicle);
4. Plaintiff recover treble damages from Defendants jointly and severally pursuant to N.C. Gen. Stat. §§ 20-351.8(2) and 75-16.

5. Plaintiff recover the cost and expenses of this action, including reasonable attorney's fees, from Defendants pursuant to N.C. Gen. Stat. §§ 20-351.8(3) and 75-16.1.;
6. Plaintiff recover punitive damages from Defendants jointly and severally in an amount to be determined at trial;
7. All issues triable by jury be so tried; and
8. Such other relief as the Court deems just and proper.

This the 6th day of October 2011

By:



John Roseboro
The Roseboro Law Firm, PLLC
Attorney for Plaintiff Benjamin Hubbard
P.O. Box 13295
Durham, NC 27709
Phone: 919-313-4849
Fax: 919-251-9214
john.roseboro@roseborolaw.com

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served the foregoing Amended Complaint upon the following via fax:

Briana N. Benfield
Weil, Gotshal & Manges LLP
Attorneys for Defendant Saturn Corporation
1300 Eye Street NW, Suite 900
Washington, DC 20005-3314
Fax: 2020-857-0904

This the 6th day of October 2011

By:



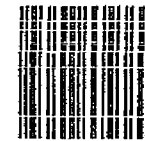
John Roseboro
N.C. State Bar No. 26680
The Roseboro Law Firm, PLLC
Attorney for Plaintiff Benjamin Hubbard
P.O. Box 13295
Research Triangle Park, NC 27709
Tel: 919-313-4849
Fax: 919-251-9214
Email: john.roseboro@roseborolaw.com

CERTIFIED MAIL


THE ROSEBORO LAW FIRM
A PROFESSIONAL LIMITED LIABILITY COMPANY
P.O. Box 13295
RESEARCH TRIANGLE PARK, NC 27709



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on DE 19801-1243

0500

RETURN RECEIPT
REQUESTED