

Eric H. Gibbs  
A. J. De Bartolomeo  
**GIRARD GIBBS LLP**  
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San Francisco, California 94108  
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HEARING DATE : July 26, 2012  
9:45 am (Eastern Time)

- and -

Paul A. Rachmuth (pr1566)  
**GERSTEN SAVAGE LLP**  
600 Lexington Avenue  
New York , New York 10022  
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*Class Counsel in General Motors Case,  
Anderson v. General Motors*

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

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

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

**DECLARATION OF A. J. De BARTOLOMEO IN SUPPORT OF  
MOTION FOR AWARD OF ATTORNEY’S FEES FROM  
CLAIM No. 51093 SETTLEMENT FUND**

I, A. J. De Bartolomeo, declare the following to be true, fully cognizant of the penalties of perjury:

1. I am a member in good standing of the State Bar of California and am admitted to appear *pro hac vice* before this Court. I am a partner of the law firm of Girard Gibbs LLP (“Class Counsel”), class counsel for Plaintiffs in the *Anderson v. General Motors* class action,

and as such, I am familiar with the facts and circumstances described herein, except as to those facts and circumstances stated upon information and belief.

2. I make this declaration in support of the *Anderson* Class Counsel's Motion Attorney's Fees from Claim No. 51093 Settlement Fund (Dkt. No. 11709). The following statements are based on my personal knowledge, investigation and review of the discovery and pleading files in this case, Girard Gibbs' call logs and claim logs for the *Anderson* claimants, and, if called on to do so, I could and would testify competently thereto.

3. This declaration provides the Court with a report of the mailing of the Court-approved notice, a report as to the comments received from the claimants and an individual response to those comments.

**A. Report on the Mailing of the Court-Approved Notice in Accordance with June 14, 2012 Order**

4. On June 14, 2012, the Court entered the Order Granting Motion to Approve Notice Pursuant to Federal Rule of Civil Procedure 23(h) for Award of Attorneys' Fees from Claim No. 51093 Settlement Fund re *Anderson* Class Counsel (Dkt. No. 11827). The June 14<sup>th</sup> Order, among other things, approved the form of notice to be provided the *Anderson* class claimants with respect to the Motion (the "Notice") and directed Class Counsel to cause the Notice to be mailed to the *Anderson* class members and others, including counsel for the Debtor and the Office of the United States Trustee.

5. As set forth in detail in the Declaration of Daniel Discenza filed contemporaneously herewith, the Notice Administrator, Garden City caused the approved notice to be mailed to the 4,579 *Anderson* class members on June 15, 2012. Thereafter, Class Counsel received 167 of the 4,579 notices returned as "Undeliverable" to the address as listed and forwarded those notices to Garden City for advanced address searches and re-mailing. Garden City has informed us that it was able to obtain updated addresses and re-mailed 118 of the 167 returned notices.

**B. Report on and Response to the Comments Received From the Anderson Claimants.**

6. Twenty five *Anderson* class members submitted letters or comments in response to the Notice, including one comment sent to Class Counsel by e-mail and one communicated orally by telephone. Each of these comments is summarized on the chart annexed hereto as **Exhibit “A”**. Six of the comments submitted to Class Counsel do not appear on the Court’s docket. I have annexed these six un-docketed comments hereto as **Exhibit “B”**.

7. Of the twenty five comments, twelve are in support of the Class Counsel’s request for attorneys’ fees, four are in opposition to the request for attorneys’ fees or the amount of the fee, and nine express neither objection to nor support for the requested relief, but rather contain comments; including requests for further information or comments regarding GM, the GM bankruptcy, their GM vehicle, the application of the bankruptcy discount to the claims and fees, or their *Anderson* claim.

8. None of the twenty five letters or comments indicate that the class member intends to attend the July 26<sup>th</sup> hearing.

**The Twelve Comments in Support of the Motion for Attorneys’ Fees.**

9. The twelve comments submitted in support of the request for attorneys’ fees and expenses and their docket numbers (where applicable), are listed below, and excerpted quotes are provided (emphasis in original):

- a. Christopher Parreira, Dkt. No. 11954, “*I am in support of the class counsel’s request for attorneys’ fees, as they have worked to obtain a recovery for the claimants.*”
- b. John and Roxanne Higgins, Dkt. No. 11903, “*I support you in collecting fees.*”
- c. Benjamin Higgins, Dkt. No. 11896, “*If this is indeed the case – that 70% of the settlement fund will be distributed to claimants – then I certainly have no opposition to Class Counsel being awarded attorneys’ fees and reimbursement.*”

- d. George Wight, Dkt. No. 11897, *“I support the class counsel’s request for attorney’s fees and expenses.”*
- e. Nina A. Smith, *“I am supporting of the Anderson Class Counsel to be paid for legal fees and costs from our settlement because it is fair to be paid for services rendered.”*
- f. Lupe Navarro, Dkt. No. 11938, *“I write **in support** of the Class Counsel’s request for attorneys’ fees and expenses with respect to the hearing.”*
- g. Tony William Omri, Dkt. No. 11921, *“I support class counsel’s request for attorney’s fees as I believe that if services, work, etc. were provided and performed, then those should be compensated for.”*
- h. Danny Suderman, Dkt. No. 11920, *“I support this hearing because G M failed to correct a problem effecting thousands of customers.”*
- i. Gordon Stockton, Dkt. No. 11953, *“I am in support to class counsel’s request for attorney’s fees and expenses.”*
- j. Scott Sinclair, contacted Class Counsel by telephone in response to the notice and spoke with one of our legal assistants who works on the GM bankruptcy cases. Mr. Sinclair told us that he appreciates our firm’s work on the case.
- k. Philip Consiglio, (via e-mail), *“I have reviewed the documentation and have no objections to attorney’s fees being collected out of the settlement from the GM Claim.”*
- l. Johnny Lee Blythe, *“I have no objection to Class Counsel receiving just compensation for the work performed in the bankruptcy proceeding to establish the settlement fund, or any reimbursement for expenses incurred in the process. I think it is commendable that they are willing to take \$68,000 less.”*

10. Class Counsel believes that the comments in support of the request for attorneys’ fees are unbiased and objective, valid and warranted, and we maintain that they are an accurate reflection of the view of the majority of the claimants.

The Four Comments in Opposition to the Motion.

11. The four comments submitted in opposition to the request for attorneys fees and expenses, and their docket numbers where applicable, are as follows:

a. Rigoberta Valencia, Dkt. No. 11922. Mr. Valencia criticizes Class Counsel's work in negotiating a settlement for the *Anderson* class in bankruptcy court and says that Class Counsel should have negotiated a better deal, but his criticism seems to be based on a misunderstanding of the underlying record. Due to that misstatement (or misunderstanding), the Valencia comment appears to be confused about the *Anderson* bankruptcy settlement specifically or about bankruptcy proceedings in general. Mr. Valencia's misstatements include: "the original settlement was for \$8.8 million in pre-bankruptcy dollars. After GM filed for bankruptcy our original settlement was reduced to \$1,492,580 and now 30% of that is going to attorneys' fees." That is simply not accurate.

b. Lorenzo Ruiz, Dkt. No. 11933. Mr. Ruiz opposes the request for attorneys' fees because he does not believe he should be personally liable for class counsels' fees or expenses because the *Anderson* class was entitled to benefits under the original 2009 class settlement. The Ruiz comment ignores the legal effect of the GM bankruptcy on the pending *Anderson* class settlement.

c. Wayne Heath, Dkt. No. 11956. Mr. Heath opposes the motion because he believes that GM is still responsible for awarding cash benefits from \$1,200 to \$2,600 for engine evaluation and for reimbursement for engine repairs. Mr. Heath contends that the claimants should be paid or their vehicles repaired *before* Class Counsel is paid for their work. Mr. Heath's comment ignores the legal effect of the GM bankruptcy on the *Anderson* class claims.

d. Ron Potts, Dkt. No. 11939. Mr. Potts' comment states he "appreciates all of the work class counsel has done" but opposes the request for fees as Class Counsel were paid for the work they did pre-bankruptcy in the underlying class settlement. The Potts comment ignores the legal effect of the GM bankruptcy on the *Anderson* class

claims. Mr. Potts further complains that the *Anderson* settlement website was not updated more often during the pendency of the bankruptcy and that he only got detailed updates or answers when he spoke with Class Counsel. However, Class Counsel's call logs reflect that our personnel spoke with Mr. Potts on April 19, 2011, April 28, 2011, May 9, 2011, and October 18, 2011, and we updated him on the status of the bankruptcy class proof of claim, settlement application and approval process, and the bankruptcy distribution from Wilmington Trust. Mr. Potts' comment further contends that if the Court awards a fee, it should award Class Counsel the same discount as the claimants receive. Mr. Potts' proposed amount for the fee award is incorrect, however, as he applies an 18% discount to Class Counsel on an already discounted principal value. Mr. Potts' proposal thus applies a double discount to the attorneys for the class. Class Counsel maintain that they are entitled to 30% of the benefit conferred, which is the \$8.8 million allowed claim, then discounted to the same percentage as that received by the *Anderson* claimants.

12. Class Counsel believe that the comments in opposition to the request for attorneys' fees do not accurately reflect the legal impact of GM's bankruptcy on the *Anderson* class settlement or the effect on the *Anderson* claims and distributions to be received by the class members as a result of Class Counsel's postpetition efforts.

The Nine Comments Submitted to Communicate a Question or Issue to the Court or Counsel.

13. The nine comments submitted to communicate some comment about GM, their GM vehicle, the discounts applied in the GM bankruptcy settlement, and/or their *Anderson* claim, and their docket numbers where applicable, are as follows:

a. Peter Russo. Mr. Russo's letter is supportive of Class Counsel's efforts in the bankruptcy, but he asks for information as to the value of his claim before he decides on sending his comment to the bankruptcy court. Mr. Russo's letter says "*I believe that the Anderson Class Council [sic] attorneys deserve fair payment for their services, but*

*where does that leave me?”* and he further states that “[w]e applaud you for all your hard work and determination in this case, on our behalf.”

b. Messrs. Fisher and Lewis (Dkt. No. 11955 and 11952, respectively).

These comments state that if the claimants receive a discount on their claim, then Class Counsel should receive the same discount. (“[E]veryone should share in the greatly diminished values of the litigation.”) Their position is consistent with the attorneys’ fee motion, as Class Counsel’s request for 30% of the settlement fund is calculated on the discounted value of the approved claim of \$8.8 million.

c. Mr. Bonville (Dkt. No. 11895). This letter appears to express frustration with the GM bankruptcy and its effect on the consumer class. He comments that “[t]his is yet another example of how those with unlimited resources like General Motors can use the legal system to eliminate or reduce it’s [sic] obligations to those the court has determined have been damaged.” Mr. Bonville goes on to say that some of the plaintiff’s attorneys are likely driving new GM products from their commissions.

d. Messrs. Guest and Garcia (Dkt. Nos. 11892 and 11951, respectively)

These class members do not believe that the attorneys’ fees should be paid from the settlement or they should be paid from GM directly. Mr. Guest’s comments explains that he is still experiencing problems with his GM Silverado, and that he “thinks that GM should pay for attorney fees separately from the settlement from GM and out of claimants [sic] settlements.” Mr. Garcia says that the “Bankruptcy Court should no [sic] be responsible to pay Attorney’s fees out of the Settlement, all the money should be paid out to the Owners of the automobiles that had any damage or inconvenienced GM.”

e. Mr. Carney. This comment says that Mr. Carney purchased a 1998 Chevy truck.

f. Mr. Todman. Mr. Todman comments that he has a 2002 Chevrolet pickup truck and describes the problems that he has had with it and notes that GM should take care of the problems in the truck.

g. Ms. Fogle (Dkt. 11957). Ms. Fogle requests more information regarding the *Anderson* class settlement.

14. Class Counsel does not believe the comments submitted militate against the relief sought in the Motion. Rather, as the Motion demonstrates, after the class settlement was originally reached and after General Motors commenced this bankruptcy proceeding, through the filing of the motion in May, 2012, Class Counsel expended 1,325.90 hours of attorney time with a lodestar value \$516,100.50 and incurred \$8,837.84 in unreimbursed and expenses. (With many more hours of attorney time and fees and expenses incurred since the filing of the Motion.)

15. Class Counsel's efforts resulted in a settlement with the Debtor to allow the *Anderson* class members claim, Claim No. 51093, in the amount of \$8,853,300.00.

16. It is for these postpetition efforts that Class Counsel has sought compensation.

17. Based upon the foregoing, Class Counsel respectfully requests this Court enter an Order, a proposed form of which is annexed hereto as **Exhibit "C"**, approving the Motion and Class Counsel's fee award of thirty percent of Claim No. 51093's distributions.

Respectfully submitted,

/s/ A. J. De Bartolomeo  
A. J. De Bartolomeo

09-50026-reg Doc 11969-1 Filed 07/24/12 Entered 07/24/12 14:40:43 Exhibit A - Chart of  
Responses Pg 1 of 4  
Exhibit A to the Declaration of A.J. De Bartolomeo

Docket #	Name	Date	Position	Excerpts/Summary of Class Member Comments	Appearance at Hearing
11954	Christopher Parreira	10-Jun-12	Support	<i>"I am in support of the class counsel's request for attorneys' fees, as they have worked to obtain a recovery for the claimants."</i>	No
11903	John & Roxanne Higgins	13-Jun-12	Support	<i>"I support you in collecting fees."</i>	No
11896	Benjamin Higgins	22-Jun-12	Support	<i>"If this is indeed the case – that 70% of the settlement fund will be distributed to claimants – then I certainly have no opposition to Class Counsel being awarded attorneys' fees and reimbursement."</i>	No
11897	George Wight	24-Jun-12	Support	<i>"I <u>support</u> the class counsel's request for attorney's fees and expenses."</i>	No
Not on docket	Nina A. Smith	27-Jun-12	Support	<i>"I am supporting of the Anderson Class Counsel to be paid for legal fees and costs from our settlement because it is fair to be paid for services rendered."</i>	No
11938	Lupe Navarro	30-Jun-12	Support	<i>"I write <b><u>in support</u></b> of the Class Counsel's request for attorneys' fees and expenses with respect to the hearing."</i>	No
11921	Tony William Omri	5-Jul-12	Support	<i>"I support class counsel's request for attorney's fees as I believe that if services, work, etc. were provided and performed, then those should be compensated for."</i>	No
11920	Danny Suderman	6-Jul-12	Support	<i>"I support this hearing because G M failed to correct a problem effecting thousands of customers."</i>	No
11953	Gordon Stockton	10-Jul-12	Support	<i>"I am in support to class counsel's request for attorney's fees and expenses."</i>	No
Not on docket	Scott Sinclair	10-Jul-12	Support	(By telephone) Contacted Girard Gibbs by telephone in response to the notice and spoke with one of our legal assistants who works on the GM bankruptcy cases. Mr. Sinclair told us that he appreciates our firm's work on the case.	No
Not on	Phillip	18-Jul-12	Support	(Via e-mail) <i>"I have reviewed the documentation and have no</i>	No

docket	Consiglio			<i>objections to attorney's fees being collected out of the settlement from the GM Claim."</i>	
11965	Johnny Lee Blythe	15-Jul-12	Support	<i>"I have no objection to Class Counsel receiving just compensation for the work performed in the bankruptcy proceeding to establish the settlement fund, or any reimbursement for expenses incurred in the process. I think it is commendable that they are willing to take \$68,000 less."</i>	No
11922	Rigoberto Valencia	2-Jul-12	Oppose	Class member criticizes Class Counsel's work in negotiating a settlement for the <i>Anderson</i> class in bankruptcy court and says that Class Counsel should have negotiated a better deal; <i>"the original settlement was for \$8.8 million in pre-bankruptcy dollars. After GM filed for bankruptcy our original settlement was reduced to \$1,492,580 and now 30% of that is going to attorneys' fees."</i>	No
11933	Lorenzo Ruiz	7-Jul-12	Oppose	Class member opposes the request for attorneys' fees because he does not believe he should be personally liable for class counsels' fees or expenses because the <i>Anderson</i> class was entitled to benefits under the original 2009 class settlement. The Ruiz comment ignores the legal effect of the GM bankruptcy on the pending <i>Anderson</i> class settlement.	No
11956	Wayne C. Heath	18-Jul-12	Oppose	Class member opposes the motion because he believes that GM is still responsible for awarding cash benefits from \$1,200 to \$2,600 for engine evaluation and for reimbursement for engine repairs. Mr. Heath contends that the claimants should be paid or their vehicles repaired <i>before</i> Class Counsel is paid for their work. Mr. Heath's comment ignores the legal effect of the GM bankruptcy on the <i>Anderson</i> class claims.	No
11939	Ron Potts	9-Jul-12	Oppose	Class member <i>"appreciates all of the work class counsel has done"</i> but opposes the request for fees as Class Counsel were paid for the work they did pre-bankruptcy in the underlying class settlement. Mr. Potts' comment further contends that if the Court awards a fee, it should award Class Counsel the	No

				same discount as the claimants receive.	
Not on docket	Peter Russo	4-Jul-12	Comment	Class member is supportive of Class Counsel's efforts in the bankruptcy, but he asks for information as to the value of his claim before he decides on sending his comment to the bankruptcy court. Mr. Russo's letter says " <i>I believe that the Anderson Class Council [sic] attorneys deserve fair payment for their services, but where does that leave me?</i> " and he further states that " <i>[w]e applaud you for all your hard work and determination in this case, on our behalf.</i> "	No
11955	Michael Dennis Fisher	18-Jul-12	Comment	Comments state that if the claimants receive a discount on their claim, then Class Counsel should receive the same discount. (" <i>[E]veryone should share in the greatly diminished values of the litigation.</i> ")	No
11952	Gerald Lewis	13-Jul-12	Comment		No
11895	Stephen Bonville	20-Jun-12	Comment	Response appears to express frustration with the GM bankruptcy and its effect on the consumer class. He comments that " <i>[t]his is yet another example of how those with unlimited resources like General Motors can use the legal system to eliminate or reduce it's [sic] obligations to those the court has determined have been damaged.</i> " Mr. Bonville goes on to say that some of the plaintiff's attorneys are likely driving new GM products from their commissions.	No
11892	John W. Guest	27-Jun-12	Comment	Class members do not believe that the attorneys' fees should be paid from the settlement or they should be paid from GM directly. Mr. Guest's comments explains that he is still experiencing problems with his GM Silverado, and that he " <i>thinks that GM should pay for attorney fees separately from the settlement from GM and out of claimants [sic] settlements.</i> " Mr. Garcia says that the " <i>Bankruptcy Court should no [sic] be responsible to pay Attorney's fees out of the Settlement, all the money should be paid out to the Owners of the automobiles that had any damage or inconvenienced GM.</i> "	No
11951	Emilio Garcia	7-Jul-12	Comment		No

Not on docket	Richard Carney	28-Jun-12	Comment	<i>“I, Richard Carney, purchase a 1998 Chevy truck and 2000 Chevy truck. Taft Family Motors.”</i>	No
Not on docket	John Todman	6-Jul-12	Comment	Mr. Todman has a 2002 Chevrolet pickup truck and describes the problems that he has had with it and notes that GM should take care of the problems in the truck.	No
11957	Dee Fogle	19-Jul-12	Comment	Requests more information regarding the <i>Anderson</i> class settlement.	No

# **EXHIBIT B**

June 27, 2012

Clerk of the Bankruptcy Court  
US Bankruptcy Court, Room # 621  
Southern District of New York  
One Bowling Green  
New York, NY 10004-1409

To whom it may concern:

In reference of Anderson Claim No 51093 request for attorney  
fees, Chapter 11 Case # 09-50026 (REG)

Mina A. Smith  
438 Chaparral St.  
Salinas, CA 93906  
831-449-7333

I am supporting of the Anderson Class Counsel to be  
paid for legal fees and costs from our settlement because  
it is fair to be paid for services rendered.

Please excuse me because I won't be able to be pre-  
sent at the court hearing on July 26, 2012 in  
New York, NY.

Very respectful,

Mina A. Smith.

**Julia I. Vitaro**

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**Subject:** FW: A SLAP caller

**From:** "Loren C. Bondurant" <[lcb@girardgibbs.com](mailto:lcb@girardgibbs.com)>

**Date:** July 10, 2012 9:01:53 AM HST

**To:** "A.J. De Bartolomeo" <[AJD@girardgibbs.com](mailto:AJD@girardgibbs.com)>

**Subject:** A SLAP caller

A.J.,

I wanted to pass along a word of thanks from a SLAP class member I just spoke with named Scott Sinclair. He appreciates our firm's work on the case. Thought you would like to know.

**Loren C. Bondurant**

Litigation Assistant

**GIRARD GIBBS llp**

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San Francisco CA 94108

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This message is intended only for the addressee, and may contain information that is privileged or confidential, and exempt from disclosure under applicable law. If you are not the intended recipient or agent of the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited; and you are asked to notify us immediately by return email, or by telephone at (415) 981-4800. Thank you.

**Julia I. Vitaro**

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**Subject:** FW: Anderson Class -- and comments - request from Julia

**Importance:** High

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**From:** [Phillip.Consiglio@sce.com](mailto:Phillip.Consiglio@sce.com) [<mailto:Phillip.Consiglio@sce.com>]

**Sent:** Wednesday, July 18, 2012 10:11 AM

**To:** A.J. De Bartolomeo

**Subject:** Anderson Class

Dear Ms. De Bartolomeo, I have reviewed the documentation and have no objections to attorney's fees being collected out of the settlement from the GM Claim. Financially, the \$447,767.00 is about 18 percent of your originally awarded amount of \$1,950,000 in fees and \$212,500 in expenses. Further, if this were a case taken on contingency, 1/3 of the value of the final settlement would be approximately \$490,000. Therefore, in my opinion, your claim is reasonable. I have not responded to your letter dated May 14, 2012 as I have no objections to your proposal.

Thank you,

Phillip J. Consiglio  
2215 Canyon Road  
Arcadia, CA 91006

Peter Russo  
P.O. Box 962  
Hill City, SD 57745  
Anderson Claim No. 09-50026 (REG)

July 4, 2012

Anderson Class Council  
Girard Gibbs LLP  
601 California St., Suite 1400  
San Francisco, CA 94108

Ladies & gentlemen:

I received your letter addressing payment of attorney's fees from the GM Bankruptcy Settlement Fund (Chapter 11, Case No. 09-50026 REG). I believe that the Anderson Class Council attorneys deserve fair payment for their services, but where does that leave me? In Section 2 you stated that the March 2009 settlement provided for cash settlements ranging from \$1200. to \$2600., for repairs etc. In Section 4 Para 4 you state that the Bankruptcy Court approved a payout of \$0.18 on the dollar. Is it fair to say that my claim of \$1612.26 is now worth approximately \$293? And after attorney's fees are deducted from the settlement, it might be even less?

I would appreciate an answer to my concern before deciding on sending comments to the court. We applaud you for all your hard work and determination in this case, on our behalf.

Sincerely,



Peter Russo

6-28-12

To whom it may CONCERN

I RICHARD CARNEY

PURCHASE 1998 Chevy Truck

AND 2000 Chevy Truck

TAFT Family Motors.

To Whom

I have a 2002 Chev Pick up with a piston knock. That G.M. said they would take care of. And now they will not.

This is not what a G.M. customer likes to hear. I have had Chev's for years my first was a 1992 chev carryall four wheel drive.

I would think that if they build the truck and warranty the truck they should take care of the problem. I can understand that the problem may cost a great deal of money. But the truck wasn't cheap and took years to pay for. So I think they should be responsible for there 'Autos' they build.

Thank You

John L Todman

5638 Judel St

Bakersfield, Ca 93314

John L Todman

661-589-3762

661-301-0674

P.S.

I don't have an Attorney and I don't think I need one. I believe General Motors should do the right thing and fix the problem since the problem is there's to start with.

On the other hand if they refuse to do anything, then maybe I will need an Attorney.

But the truck is still running after seven years and still knocking so maybe it will out last me. (Who No's)

Thank You

John L. Todman

5638 Tuckel St

Bakersfield, Ca 93314

John L. Todman

661-589-3762

661-301-0674

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

In re:

**MOTORS LIQUIDATION COMPANY, *et al.*,  
f/k/a General Motors Corp., *et al.***

Debtors.

Chapter 11

Case No. 09-50026 (REG)

(Jointly Administered)

**[PROPOSED] ORDER AWARDING ATTORNEY'S FEES  
PAID FROM CLAIM NO. 51093 SETTLEMENT FUND**

UPON (a) the motion, dated May 14, 2012 (the "Motion"), of *Anderson* Class Counsel Girard Gibbs LLP ("Class Counsel") for an order, pursuant to Bankruptcy Rules 7023 and 9019 and Rule 23(h) of the Federal Rules of Civil Procedure, approving the form, content and manner of notice to the *Anderson* class members who submitted valid claims of an application for an award of attorney's fees to be paid out of the Claim No. 51093 settlement fund and the documents submitted in support thereof, and (b) this Court's Order dated June 14, 2012 [Docket No. 11827] setting a hearing date of July 26, 2012 at 9:45 a.m., or as soon thereafter as counsel may be heard (the "Fee Hearing Date"), on the approval of Class Counsel's fees, to be paid from Claim No. 51093, directing Class Counsel to serve, among others, all *Anderson* Class members with a notice of the relief sought, the Fee Hearing Date and the objection deadline; and (c) the Declaration of A. J. De Bartolomeo, sworn to on July 24, 2012 attesting to Class Counsel's compliance with the Court's June 14, 2012 Order and outlining the responses Class Counsel received to the notice; and (d) no other responses or objections to the Motion having been filed or served; and (e) it appearing that due and proper notice of the Motion and the Fee Hearing Date having been provided; and (f) a hearing on the relief sought in the Motion having been held on the Fee Hearing Date at which all interested parties were given an opportunity to be heard; and

(g) the Court having found and determined that the request sought in the Motion is in the best interest all parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and (h) after due deliberation and sufficient cause appearing therefore, it is

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

ORDERED that the Class Counsel shall receive payment equal to thirty percent (30%) of all distributions received for or on behalf of Claim No. 51093; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: New York, New York  
July \_\_, 2012

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Robert E. Gerber  
United States Bankruptcy Judge