

HEARING DATE AND TIME: September 24, 2012 at 9:45 a.m. (Eastern Time).

Barry N. Seidel (BS-1945)
Stefanie Birbrower Greer (SG-2898)
DICKSTEIN SHAPIRO LLP
1633 Broadway
New York, New York 10019-6708
Telephone: (212) 277-6500
Facsimile: (212) 277-6501

Attorneys for Motors Liquidation
Company GUC Trust

**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	

**REPLY TO RESPONSE FILED BY AND ON
BEHALF OF CLAIMANT JAIRO ALAN FRANCO TO THE OBJECTION
FILED BY THE GUC TRUST TO PROOFS OF CLAIM NOS. 63846 AND 63847**

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

The Motors Liquidation Company GUC Trust (the “**GUC Trust**”), formed by the above-captioned debtors (collectively, the “**Debtors**”) in connection with the Debtors’ Second Amended Joint Chapter 11 Plan, dated March 18, 2011 (as may be amended, supplemented, or modified from time to time, the “**Plan**”), files this reply (the “**Reply**”) to the response (the “**Response**”) filed by claimant, Yanira Franco, as next friend of Jairo Alan Franco and/or Jairo Alan Franco (together, the “**Claimant**”), to the Objection (the “**Objection**”) filed by the GUC Trust seeking expungement of proofs of claim numbers

63846 and 63847 (the “**Claims**”) on the basis that the Claims are barred by the applicable statute of repose. In support of this Reply, the GUC Trust respectfully represents:

PRELIMINARY STATEMENT

1. By the Claims, Mr. Franco seeks recovery from the Debtors of an unspecified amount of damages for “personal injury” related to a fatal car accident in April, 1994 (the “**Accident**”) involving Hector Mario Tercero Proana Muñoz (“**Mr. Muñoz**”), whom Mr. Franco alleges is his biological father. In the Objection, the GUC Trust argues that the Claims are barred by the 15 year Texas statute of repose, because they seek recovery in connection with an accident involving a vehicle manufactured and sold by General Motors Corporation or its subsidiaries and/or affiliates (collectively, “**Old GM**”) over 30 years before the commencement of these bankruptcy cases. A copy of each of the Claims is attached hereto as Exhibit A.

2. In the Response, Claimant avoids addressing the straightforward application of the statute of repose, and instead hides behind an argument that the Claims are saved because they relate back to a litigation which was commenced in 1994 and settled and closed two years later (the “**Original Litigation**”). The Original Litigation, in which plaintiffs asserted claims on behalf of “all persons entitled to recover for the wrongful death” was resolved and the settlement approved by the Texas Court. October 9, 1995 Cross-Action at 1 attached hereto as Exhibit B.

3. Claimant believes that he should have been paid a portion of the settlement payment which Old GM made to the Muñoz estate in connection with the Original Litigation (the “**Settlement Payment**”). Claimant argues he was not given notice of the Original Litigation and was not treated as a beneficiary of Mr. Muñoz’s estate, even though he was Mr. Muñoz’s (illegitimate) child and known to the representatives of his father’s estate. Claimant

does not argue he was known to Old GM at the time of the Original Litigation and indeed, he was not.¹

4. Claimant's arguments depend on a tortured and incorrect application of Texas law. Bills of review, which allow a case to be reopened after all opportunities to appeal have expired, are granted sparingly. In evaluating a bill of review, a court must balance reopening the case against the fundamental policy favoring the finality of judgments – especially where, as here, no wrongdoing is alleged by the defendant. As demonstrated below, given there is no basis for the Texas court to grant the Claimant's bill of review (the "**Bill of Review**"), there is no valid legal basis for the Claims. A copy of the Bill of Review is attached hereto as Exhibit C.

5. Nevertheless, even if there were a basis for the Bill of Review to be granted (which there is not), reopening the Original Litigation would *not* result in a claim against Old GM. Specifically:

- Claimant's wrongful death claim was not specifically asserted against Old GM in the Original Litigation and was not known to Old GM at the time the Original Litigation was resolved. Thus, Claimant's wrongful death claim should not relate back to the Original Litigation and, instead, should be treated as if brought at the time the Bill of Review was filed (October 1, 2004). Consequently, Claimant's wrongful death claim is clearly barred by the statute of repose, as set forth in the Objection.
- Even if Claimant's survivorship claim was reevaluated by the Texas court, there would be no resultant claim against Old GM. Because a survivorship claim belongs to a decedent, and not to an estate, the amount of such claim is unaffected by the number of beneficiaries of the decedent's estate. Given the Old GM settlement of the decedent's claims was approved by the Texas court, Claimant has no reasonable argument that it was not a proper settlement. Consequently, if the Texas court granted the Bill of Review, it would not be faced with a question of Old

¹ At the deposition of the decedent's common law wife, Diana Marquez, Ms. Marquez was asked, by Old GM's counsel, whether Mr. Muñoz had any other children and she clearly responded that he did not. January 20, 1995 Deposition Tr. 33:1-5 attached hereto as Exhibit D.

GM's additional liability, but of whether Claimant is entitled to a portion of the Settlement Payment already made.

6. Finally, the GUC Trust should not be subjected to costly and prolonged litigation in Texas for a case that it already paid to resolve over 16 years ago. This matter comes down to a dispute between the Claimant and the Muñoz estate over the distribution of the Settlement Payment. He should not be permitted to drag Old GM – who Claimant has not alleged is a bad actor – into that dispute. For all of the reasons set forth in the Objection and herein, the Claims should be expunged.

ARGUMENT

I. There is No Basis for the Bill of Review, and Thus No Legal Basis for the Claims

7. In the Response, Claimant argues that, because the Bill of Review will be granted, he has valid claims against Old GM for wrongful death, as well as survivorship claims. As demonstrated below, Claimant cannot meet his burden to show the Claims have a valid legal basis because, among other things, the relief requested by Claimant goes beyond any valid use of a bill of review.

A. Applicable Law

8. Under Texas law, a bill of review is generally defined as “an independent equitable action brought by a party to a former action seeking to set aside a judgment which is no longer appealable or subject to a motion for a new trial.” *In re S.T.H.*, No. 04-06-00468-CV, 2007 WL 671344, at *2 (Tex. App. Mar. 7, 2007). Effectively, a bill of review is a means of reopening and re-litigating a case.

9. A party bringing a “bill of review” has the burden of proving, among other things, that (i) the petitioner had a meritorious cause of action; (ii) that it was prevented from asserting because of the fraud, accident, or wrongful act of the opposing party and (iii) there was

no fault or negligence by the petitioner. *In re S.T.H.*, 2007 WL 671344 at *2; *Thompson v. Ballard*, 149 S.W.3d 161, 164 (Tex. App. 2004); *Mowbray v. Avery*, 76 S.W.3d 663, 682 (Tex. App. 2003). Texas courts do not look on bills of review with favor, and the burden on the party filing the bill of review is heavy indeed. *Alexander v. Hagedorn*, 226 S.W.2d 996, 998 (Tex. 1950) (the grounds for a bill of review are narrow and strictly construed because the need for equitable relief must be counter-balanced against the fundamental importance of achieving the finality of judgments and the elimination of endless litigation); *Williamson v. Williamson*, 986 S.W.2d 379, 380 (Tex. App. 1999).

B. The Bill of Review Has No Merit

10. The Claimant is seeking a broad and unprecedented application of the bill of review in this case. Tellingly, it does not appear that any litigant in Texas has been permitted to reopen a case under these circumstances. In particular, Claimant has cited no cases supporting the proposition that a bill of review should be granted when the defendant is not accused of any wrongdoing and has already paid a substantial settlement amount, which was approved by the presiding court. *See e.g., Gardner v. Legrand*, No. 12-11-00290-CV, 2012 WL 2848768 (Tex. App. July 11, 2012) (denying bill of review to overturn divorce settlement where there was no allegation of fraud or wrongdoing). Moreover, there are no published cases in Texas where, as here, a non-party seeks to reopen a case and have his additional claims relate back to the filing of the original litigation (which in this case was over 15 years ago).

11. Significantly, none of the reasons cited by Claimant as support for the Bill of Review outweigh the Debtors' interest in and right to finality of judgment. *See Cantu v. Sapenter*, 937 S.W.2d 550, 552 (Tex. App. 1996) ("The state's interest in clear disposition of estates can substantiate limitations placed on the time and manner in which claims can be brought by illegitimate children asserting a right to inherit."); *Turner v. Nesby*, 848 S.W.2d 872,

877 (Tex. App. 1993) (a “state's interest in the finality of judgments distributing estates can constitute a sufficient basis for barring claims”). Here, the Texas court approved the settlement between the Muñoz estate over 16 years ago (about two years after Muñoz’s accident and over 20 years after the vehicle was manufactured). It is manifest that Old GM should be able to rely on that judgment.

12. Additionally, as set forth more fully below, even if the Bill of Review were granted, it would not give rise to any new claims against Old GM. On this basis alone, the Claims should be expunged.

II. Even if the Bill of Review Were Granted, It Would Not Give Rise to Claims Against Old GM

13. Claimant argues that, if the Bill of Review is granted by the Texas court, it will give rise to wrongful death and survivorship claims against the Debtors. Response at 1. Claimant is wrong. In fact, as demonstrated below, even if the Bill of Review were granted, it would result in litigation in the Texas court over whether Claimant is entitled to any of the Settlement Payment – not litigation of any additional liability of Old GM, which was fully and finally resolved by the Original Litigation.

A. Wrongful Death Claim

14. A wrongful death claim is a claim brought by the surviving husband, wife, child or parents of the decedent. Tex. Civ. Practice & Remedies Code Ann. § 71.001-004. Such claims are for damages sustained by relatives of the decedent, and can seek claims recovery for, among other things, the value of parental services that the beneficiary reasonably could expect to received from the deceased if the person had lived, loss of companionship and damages for mental anguish caused by the death. *Roberts v. Williamson*, 111 S.W.3d 113, 120 (Tex. 2003); *John Deere Co. v. May*, 773 S.W.2d 369, 380 (Tex. App. 1989).

15. Claimant argues that the Muñoz estate purported to settle Claimant's wrongful death claims, but failed to give Claimant notice of the Original Litigation or the settlement. Response at 1 & 4. To the extent that is the case, Claimant may have claims against the Muñoz estate for its failure to provide adequate notice, among other things – but it has no additional claims against Old GM.²

1) Claimant's Wrongful Death Claims are Barred³

16. Even if the Claimant were able to reopen the Original Litigation, its claims against Old GM are barred by the statute of repose and, contrary to Claimant's arguments, do not "relate back" to the Original Litigation, which was commenced over 16 years ago. *See* Objection at 7 n. 3; Tex. Civ. Practice & Remedies Code Ann. § 16.012(b) (products liability claims and any associated wrongful death claims must be commenced against the manufacturer or seller of the product within 15 years of the date of the sale of the product).

17. A plaintiff's claim does not relate back to a prior pleading if the claim is "wholly based on a new, distinct, or different transaction or occurrence." Civil Practice & Remedies Code § 16.068. An action raising claims of a new plaintiff, not already expressly part of the suit, does not relate back in time to the original timely filed action. *Covington v. Sisters of Charity*, 179 S.W. 3d 583, 588 (Tex. App. 2005); *Kirkpatrick v. Harris*, 716 S.W. 2d 124, 125

² Claimant improperly relies on law regarding the fiduciary duty of the representatives of Mr. Muñoz's estate. In particular, Claimant argues the representative of an estate has a fiduciary duty to all the heirs of an estate and is obligated to disclose all material facts to beneficiaries, including notice of any proceedings. Response at 4. Such arguments are irrelevant to the Claim against the Debtors, and in fact support the GUC Trust's argument that this matter reflects a dispute between the Claimant and the representative of the Muñoz estate – not a dispute with Old GM.

³ Given considerations of the Court's jurisdictional limitations, the Debtors do not argue the merits of Claimant's wrongful death claims. However, the GUC Trust notes for the purpose of this reply that it disputes that Claimant would have incurred any damages whatsoever for wrongful death given, among other things, that he had a limited relationship with his father at the time of his death.

(Tex. App. 1986) (“An amended pleading relates back in time to the superseded pleading, unless a new cause of action or a new party is added.”).⁴

18. Here, Claimant alleges that, even though the wrongful death claims in the Original Litigation were brought on behalf of “all heirs,” his claims were not fairly addressed in the Original Litigation. Response at 4. While Claimant acknowledges that his individual wrongful death claims against Old GM were not known to Old GM at the time of the Original Litigation, he argues these claims should “relate back” to the Original Litigation so that he can avoid application of the Texas statute of repose. Response at 2. Claimant misses the mark. First, Claimant’s claims were not specified in the Original Litigation. Second, Claimant’s losses if any, are separate and apart from the losses of any other heir whose claims were specifically addressed in the Original Litigation. For these reasons, the Claims are “new” and cannot, as a matter of law, relate back in time. Consequently, the claims should be treated as if they were brought on October 1, 2004, in which case they are clearly barred by the statute of repose. *See* Objection at 6-7.

2) Claimant’s Survivorship Claims Have Been Fully Litigated

19. A survivorship claim is a claim of the estate, as a matter of law, which permits recovery by a decedent’s estate for damages for injuries suffered by the decedent prior to his death. Tex. Civ. Prac. & Rem. Code Ann. § 71.021. The estate steps into the shoes of the decedent and seeks damages the decedent could have recovered had he lived. *Id.* Thus, the

⁴ Claimant argues that the “relation back” cases are inapplicable. Response at 5. However, he fails to cite any cases for this proposition. Indeed, such argument is contrary to the well-established principle that it is unfair for a defendant to face additional causes of action when a matter has already been litigated. 6A Charles Alan Wright & Arthur R. Miller, *Federal Practice and Procedure* § 1501 (2010) (relation back is only appropriate where a defendant is “fully apprised of a claim arising from specified conduct and has prepared to defend the action”).

number of heirs of the decedent has no bearing on the amount of *recovery* on the survivorship claims.

20. Here, Old GM and the estate settled Mr. Muñoz's survivorship claims with Old GM. Mr. Franco cannot now seek additional recovery based on injury suffered by the decedent. The value of the claims, *i.e.*, the value of the *decedent's* injury, has fully and finally resolved in the Original Litigation. Thus, even if the Bill of Review were granted, Claimant would have no additional claims against Old GM and would be limited to recovery from the Muñoz estate of his share of the Settlement Payment (if any) related to the survivorship claims.⁵

* * *

21. Based on the foregoing, even if the Bill of Review were granted, Claimant would have no valid claims against Old GM. Claimant may have valid claims against the representative of the Muñoz estate, but these should not be confused with claims against Old GM. Old GM satisfied any and all liability it may have had to Claimant in resolving the Original Litigation brought "for and on behalf of all person entitled to recover" in relation to the death of Mr. Muñoz. Consequently, Claimant has no right to payment against the Debtors, and the Claims should be disallowed and expunged.

⁵ To the extent Claimant seeks to reopen the probate matter administering the estate, his action is barred by Section 55(a) of the Texas Probate Code. Tex. Probate Code Ann. § 55(a).

CONCLUSION

For the reasons set forth above, this Court should enter an order expunging the Claims and granting such other and further relief as the Court deems just and proper.

Dated: New York, New York
September 19, 2012

/s/ Stefanie Birbrower Greer
Barry N. Seidel (BS-1945)
Stefanie Birbrower Greer (SG-2898)

DICKSTEIN SHAPIRO LLP
1633 Broadway
New York, New York 10019-6708
Telephone: (212) 277-6500
Facsimile: (212) 277-6501

*Attorneys for Motors Liquidation
Company GUC Trust*

Exhibit A



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One)
 Motors Liquidation Company (f/k/a General Motors Corporation)
 MLCS, LLC (f/k/a Saturn, LLC)
 MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)
 MLC of Harlem, Inc (f/k/a Chevrolet-Saturn of Harlem, Inc)

Case No
 09-50026 (REG)
 09-50027 (REG)
 09-50028 (RFG)
 09-13558 (REG)

Your Claim is Scheduled As Follows.

Motors Liquidation Co.

NOT: This form should not be used to make a claim for an administrative expense arising after the commencement of the case but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Unsecured Unknown

Contingent/Unliquidated/Disputed

Name of Creditor (the person or other entity to whom the debtor owes money or property) FRANCO JAIRO ALAN

Name and address where notices should be sent
 FRANCO JAIRO ALAN
 FRANCO YANIRA
 112 S LORAIN ST STE 500
 MIDLAND TX 79701-5203

Telephone number (432)682-3288
 Email Address frmclaw@aol.com

Check this box to indicate that this claim amends a previously filed claim

Court Claim Number _____
(If known)

Filed on _____

Name and address where payment should be sent (if different from above)
 FILED - 63846
 MOTORS LIQUIDATION COMPANY
 F/K/A GENERAL MOTORS CORP
 SDNY # 09-50026 (REG)

Telephone number

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars

Check this box if you are the debtor or trustee in this case

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form. EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1 Amount of Claim as of Date Case Filed, June 1, 2009 \$ Unknown
 If all or part of your claim is secured, complete item 4 below. However, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

2 Basis for Claim PERSONAL INJURY
(See instruction #2 on reverse side)

Specify the priority of the claim

3 Last four digits of any number by which creditor identifies debtor _____

3a Debtor may have scheduled account as _____
(See instruction #3a on reverse side)

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)

4 Secured Claim (See instruction #4 on reverse side)
 Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff Real Estate Motor Vehicle Equipment Other Describe _____

Value of Property \$ _____ Annual Interest Rate % _____

Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____

Basis for perfection _____

Amount of Secured Claim \$ _____ Amount Unsecured \$ _____

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)

Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)

6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim

7 Documents Attach redacted copies of any documents that support the claim such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of redacted on reverse side)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain in an attachment.

Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (& 507(a)(2))

Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____)

Amount entitled to priority \$ _____

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date 11-24-09

Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Yanira Franco

FOR COURT USE ONLY

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent, The Garden City Group Inc, are not authorized and are not providing you with any legal advice.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL**, THE GARDEN CITY GROUP, INC ATTN MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING P.O. BOX 9386 DUBLIN OH 43017-4286 **IF BY HAND OR OVERNIGHT COURIER**, THE GARDEN CITY GROUP, INC ATTN MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING 5151 BLAZER PARKWAY SUITE A, DUBLIN, OH 43017. PROOFS OF CLAIM MAY ALSO BE HAND DELIVERED TO THE UNITED STATES BANKRUPTCY COURT SDNY ONL BOWLING GREEN ROOM 534 NLW YORK NEW YORK 10004. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL AND GOVERNMENTAL BAR DATE IS NOVEMBER 30 2009 AT 5 00 PM (PREVAILING EASTERN TIME)

Court, Name of Debtor, and Case Number

These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1 2009. You should select the debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

Creditor's Name and Address

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1 Amount of Claim as of Date Case Filed

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2 Basis for Claim

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee, or another party in interest files an objection to your claim.

3 Last Four Digits of Any Number by Which Creditor Identifies Debtor

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

3a Debtor May Have Scheduled Account As

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4 Secured Claim

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5 Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a)

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases. (See DEFINITIONS, below.) Attach documentation supporting such claim.

6 Credits

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7 Documents

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary FRBP 3001(e) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents as attachments may be destroyed after scanning.

Date and Signature

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title of any of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A debtor is the person, corporation, or other entity that has filed a bankruptcy case. The Debtors in these Chapter 11 cases are:

Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026 (RI G)
MLCS LLC (f/k/a Saturn LLC)	09-50027 (RLG)
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028 (REG)
MLC of Harlem Inc. (f/k/a Chevrolet-Saturn of Harlem Inc.)	09-13558 (RFG)

Creditor
A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim
A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group Inc. as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. § 506(a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Section 503(b)(9) Claim
A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted certain information. A creditor should redact and use only the last four digits of any social-security individual's

INFORMATION

tax-identification or financial-account number, all but the initials of a minor's name, and only the year of any person's date of birth.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing from The Garden City Group Inc., please provide a self-addressed, stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group Inc.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e) any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Additional Information
If you have any questions with respect to this claim form, please contact Alix Partners at 1 (800) 414-9607 or by e-mail at claims@motorsliquidation.com.

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK PROOF OF CLAIM

Name of Debtor (Check Only One) Case No
Motors Liquidation Company (f/k/a General Motors Corporation) 09-50026 (REG)
MLCS, LLC (f/k/a Saturn, LLC) 09-50027 (REG)
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) 09-50028 (REG)
MLC of Harlem, Inc (f/k/a Chevrolet-Saturn of Harlem, Inc) 09-13558 (REG)

Your Claim is Scheduled As Follows.
Motors Liquidation Co.

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property) FRANCO JAIRO ALAN
Name and address where notices should be sent
FRANCO JAIRO ALAN
FRANCO JAIRO ALAN
112 S LORAIN ST STE 500
MIDLAND TX 79701-5203
Telephone number (432)682-3288
Email Address frmclaw@aol.com

Unsecured. Unknown
Contingent/Unliquidated
Disputed

Name and address where payment should be sent (if different from above)
FILED - 63847
MOTORS LIQUIDATION COMPANY
f/k/a GENERAL MOTORS CORP
SDNY # 09-50026 (REG)
Telephone number

If an amount is identified above you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor you do not need to file this proof of claim form EXCEPT AS FOLLOWS. If the amount shown is listed as DISPUTED UNLIQUIDATED or CONTINGENT a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions you need not file again.

1 Amount of Claim as of Date Case Filed, June 1, 2009 \$ Unknown
If all or part of your claim is secured, complete item 4 below. However, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.
Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a)
If any portion of your claim falls in one of the following categories, check the box and state the amount.
Specify the priority of the claim.

2 Basis for Claim Personal Injury
(See instruction #2 on reverse side)

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)

3 Last four digits of any number by which creditor identifies debtor
3a Debtor may have scheduled account as

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)

4 Secured Claim (See instruction #4 on reverse side)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.
Nature of property or right of setoff: Real Estate, Motor Vehicle, Equipment, Other
Describe:
Value of Property \$ Annual Interest Rate %
Amount of arrearage and other charges as of time case filed included in secured claim, if any \$
Basis for perfection
Amount of Secured Claim \$ Amount Unsecured \$

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)
Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)
Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)

6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim.
7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of redacted on reverse side)
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
If the documents are not available, please explain in an attachment.

Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2))
Other - Specify applicable paragraph of 11 U.S.C. § 507(a)()
Amount entitled to priority
\$
*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date 11-24-09
Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.
Jairo Alán Franco

FOR COURT USE ONLY

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent, The Garden City Group, Inc., are not authorized and are not providing you with any legal advice.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL**, THE GARDEN CITY GROUP INC, ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, P.O. BOX 9386, DUBLIN, OH 43017-4286; **IF BY HAND OR OVERNIGHT COURIER**, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, 5151 BLAZER PARKWAY SUITE A, DUBLIN, OH 43017. PROOFS OF CLAIM MAY ALSO BE HAND DELIVERED TO THE UNITED STATES BANKRUPTCY COURT, SDNY ONE BOWLING GREEN ROOM 534, NEW YORK, NEW YORK 10004. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL AND GOVERNMENTAL BAR DATE IS NOVEMBER 30, 2009 AT 5:00 PM (PREVAILING EASTERN TIME)

Court, Name of Debtor, and Case Number

These Chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009. You should select the debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

Creditor's Name and Address

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1 Amount of Claim as of Date Case Filed

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2 Basis for Claim

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee, or another party in interest files an objection to your claim.

3 Last Four Digits of Any Number by Which Creditor Identifies Debtor

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

3a. Debtor May Have Scheduled Account As

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4 Secured Claim

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5 Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a)

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases. (See DEFINITIONS, below.) Attach documentation supporting such claim.

6 Credits

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7 Documents

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(i)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title if any of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A debtor is the person, corporation, or other entity that has filed a bankruptcy case. The Debtors in these Chapter 11 cases are:

- Motors Liquidation Company (f/k/a General Motors Corporation) 09-50026 (REG)
- MLCS LLC (f/k/a Saturn LLC) 09-50027 (REG)
- MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) 09-50028 (REG)
- MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.) 09-13558 (REG)

Creditor
A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim
A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc. as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. § 506(a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to collect).

Section 503(b)(9) Claim
A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted certain information. A creditor should redact and use only the last four digits of any social-security, individual's

INFORMATION

tax-identification or financial-account number, all but the initials of a minor's name, and only the year of any person's date of birth.

Evidence of Perfection
Evidence of perfection may include a mortgage lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a self-addressed, stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) and any applicable orders of the bankruptcy court.

Additional Information
If you have any questions with respect to this claim form, please contact Alix Partners at 1 (800) 414-9607 or by e-mail at claims@motorsliquidation.com.

FRANKLIN H. McCALLUM

ATTORNEY AT LAW

112 LORRAINE SOUTH, SUITE 500

MIDLAND, TEXAS 79701

TEL (432) 682-3288

FACSIMILE (432) 682-3298

EMAIL FHMCLAW@AOL.COM

November 25, 2009

The Garden Group, Inc
Attn Motors Liquidation Company-
Claims Processing
P O Box 9386
Dublin, OH 43017-4286

Via-CMRRR

**RE: Chapter 11 Case NO. 09-50026; In Re: Motors Liquidation Company
f/k/a General Motors Corporation, et al., United States Bankruptcy
Court, Southern District of New York**

To Whom It May Concern

Please find enclosed the (2) original executed Proof of Claims for the above-referenced cause number. If you have any questions or concerns, do not hesitate to contact our office.

Thank you for your time and attention to this matter

Sincerely,



Franklin H. McCallum

FHM ps

Enclosures as stated

Cc Jairo Alan Franco c/o Mrs. Yanira Franco

cc: Jairo Alan Franco (3)

cc: Jairo Alan Franco

cc: Jairo Alan Franco

Exhibit B

10-9-95

CAUSE NO. 15813

RAFAEL AGUILAR GABALDON,	§	IN THE DISTRICT COURT
RAFAEL AGUILAR PEREZ, AND	§	
SOCORRO G. AGUILAR,	§	
NERI AGUILAR CARRASCO, MARIA	§	
CARRASCO, HORTENCIA AGUILAR,	§	
AND RICARDO CARRASCO	§	
	§	
VS.	§	
	§	229TH JUDICIAL DISTRICT
GENERAL MOTORS CORPORATION,	§	
JACK SHERMAN CHEVROLET, INC.	§	
KELLEY INSPECTION SERVICE,	§	
INC., SIVALLS, INC., CARS	§	
OF TEXAS, HORACIO LUJAN,	§	
DIANA MARQUEZ, INDIVIDUALLY,	§	
AND JOSE R. FALCON, AS	§	
ADMINISTRATOR OF THE ESTATE	§	
OF HECTOR MARIO TERCERO	§	
MUNOZ, DECEASED	§	DUVAL COUNTY, TEXAS

CROSS-ACTION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME JOSE RAMON FALCON, AS ADMINISTRATOR OF THE ESTATE OF HECTOR MARIO TERCERO MUNOZ, DECEASED, AND FOR AND ON BEHALF OF ALL PERSONS ENTITLED TO RECOVER FOR THE WRONGFUL DEATH OF HECTOR MARIO TERCERO MUNOZ, AND DIANA MARQUEZ, INDIVIDUALLY AND AS NEXT FRIEND OF LAURA PATRICIA TERCERO MARQUEZ, A MINOR, Defendants and Cross-Plaintiffs herein, and file this their Original Cross-Action complaining of GENERAL MOTORS CORPORATION, JACK SHERMAN CHEVROLET, INC., KELLY INSPECTION SERVICE, INC., SIVALLS, INC., CARS OF TEXAS, AND HORACIO LUJAN, Cross-Defendants herein, and in support thereof would respectfully show the Court as follows:

I.

JOSE RAMON FALCON is a resident of Benavides, Duval County, Texas.

DIANA MARQUEZ and **LAURA PATRICIA TERCERO MARQUEZ** are residents of San Diego, Duval County, Texas. **DIANA MARQUEZ** is the natural mother of the minor **LAURA PATRICIA TERCERO MARQUEZ**.

Cross-Defendant **GENERAL MOTORS CORPORATION** is a foreign corporation which at all times material hereto, is and or was engaged in business within the State of Texas. Said Cross-Defendant has appeared and answered herein and no service of process is necessary at this time.

Cross-Defendant **JACK SHERMAN CHEVROLET, INC.**, is a Texas corporation which at all times material hereto, is or was engaged in business within the State of Texas. Said Cross-Defendant has appeared and answered herein and no service of process is necessary at this time.

Cross-Defendant, **KELLEY INSPECTION SERVICE, INC.**, is a Texas corporation which at all times material hereto, is and or was engaged in business within the State of Texas. Said Cross-Defendant has appeared and answered herein and no service of process is necessary at this time.

Cross-Defendant **SIVALLS, INC.**, is a Texas corporation which at all times material hereto, is or was engaged in business within the State of Texas. Said Cross-Defendant has appeared and answered herein and no service of process is necessary at this time.

Cross-Defendant **CARS OF TEXAS** is a Texas corporation or sole proprietorship or a partnership which at all times material hereto, is or was engaged in business within the State of Texas. Cross-Defendant **CARS OF TEXAS** is sued under its common or assumed name

under T.R.C.P. 28. No service is necessary at this time.

Cross-Defendant **HORACIO LUJAN** is an individual residing in Ector County, Texas. No service is necessary at this time.

II.

Venue of this Cross-Action is proper in Duval County, Texas as to the Cross-Defendants named herein pursuant to Texas Civil Practice & Remedies Code, Sec. 15.001 and Sec. 15.061 in that Cross-Plaintiffs **JOSE RAMON FALCON** and **DIANA MARQUEZ** have been joined as Defendants in this action, and when two or more parties are joined as defendants in one action and the court has venue of an action or claim against any one defendant, the court also has venue of all claims or actions against all defendants.

III.

On or about April 17, 1994, **HECTOR MARIO TERCERO MUNOZ** was operating a 1976 Chevrolet 3/4 ton pickup truck, VIN CCL246F405180, in which **RAFAEL AGUILAR GABALDON** and **NERI AGUILAR CARRASCO** was passengers. On that date, the pickup in question burst into flames during a minor collision with another vehicle. As a consequence of the resulting fire, **HECTOR MARIO TERCERO MUNOZ** suffered severe burn injuries. He was transported to Alpine, Texas where he died of those burn injuries a few hours later. This action is brought, in part, by authority of V.T.C.A., Civil Practice & Remedies Code, Chapter 71, Sub-Chapter A, Sec. 71.001 et. seq. and Sub-Chapter B, Section 71.021, et. seq.

IV.

At all times material hereto, Cross-Defendant **GENERAL MOTORS**

CORPORATION was in the business of designing, manufacturing, and marketing vehicles such as the vehicle involved in this suit. At all times material hereto, Cross-Defendants **JACK SHERMAN CHEVROLET, INC.** and **CARS OF TEXAS** were in the business of repairing and marketing vehicles such as the pickup involved in this suit. Cross-Defendants **KELLEY INSPECTION SERVICE, INC., SIVALLS, INC.,** and **HORACIO LUJAN** were prior owners of the vehicle who knew, or in the exercise of reasonable care should have known, of the dangerous propensities of the vehicle in question in this suit.

Cross-Plaintiffs allege that Cross-Defendants **GENERAL MOTORS CORPORATION, JACK SHERMAN CHEVROLET, INC., KELLY INSPECTION SERVICE, INC., SIVALLS, INC., CARS OF TEXAS,** and **HORACIO LUJON** were guilty of acts of omission and commission which collectively and severally constitute negligence, all of which were proximate causes of the personal injuries and resulting death of **HECTOR MARIO TERCERO MUNOZ**.

VI.

Cross-Plaintiffs would further show that the Cross-Defendants **GENERAL MOTORS CORPORATION, JACK SHERMAN CHEVROLET, INC.,** and **CARS OF TEXAS,** their agents, servants, and/or employees, were negligent in designing, manufacturing, assembling, marketing and/or distributing the 1976 Chevrolet 3/4 ton pickup involved in this collision. Cross-Defendants **GENERAL MOTORS CORPORATION, JACK SHERMAN CHEVROLET, INC.,** and **CARS OF TEXAS,** their agents, servants, employees, distributors, wholesalers and/or retailers were actively engaged in the business of introducing products such as the 1976

Chevrolet 3/4 ton pickup in question into the stream of commerce. Cross-Plaintiffs would show that, at the time Cross-Defendants **GENERAL MOTORS CORPORATION, JACK SHERMAN CHEVROLET, INC.,** and **CARS OF TEXAS** did in fact introduce said truck into the stream of commerce, it was in a defective condition because of its defective design, manufacture, assembly, marketing and/or distribution. The product reached the driver, **HECTOR MARIO TERCERO MUNOZ**, without substantial change in condition. Said defects rendered the 1976 Chevrolet 3/4 ton pickup in question unreasonably dangerous to the general public, which includes such individuals as **HECTOR MARIO TERCERO MUNOZ**. The defects in design, manufacture, assembly, marketing and/or distribution referred to above were a producing cause or causes of Cross-Plaintiffs' injuries, as set forth in this cross-action. Cross-Plaintiffs further assert that Cross-Defendants are strictly liable for Cross-Plaintiff's injuries and resulting damages, and therefore invoke the doctrine of strict liability, as defined in Sec. 402(a) of the Restatement of the Law of Torts, and adopted by the Supreme Court of Texas.

VII.

The product in question, a 1976 Chevrolet 3/4 ton pickup, VIN CCL246F405180 was defective and unsafe for its intended purposes at the time it left the control of Cross-Defendants' **GENERAL MOTORS CORPORATION, JACK SHERMAN CHEVROLET, INC,** and **CARS OF TEXAS**. The product was defectively designed so as to render it unreasonably dangerous to Cross-Plaintiffs. A safer alternative design existed at the time the product was manufactured. Such, safer alternative

design was economically and technologically feasible at the time the product left the control of Cross-Defendants, by the application of existing or reasonably achievable scientific knowledge, and could have been incorporated by a reasonable and prudent manufacturer under same or similar circumstances. One aspect of the defective design of the vehicle in question was the location of the fuel tank exterior to the frame rails. The defective design and resulting unreasonably dangerous condition of the vehicle in question was a producing cause of the injuries and damages suffered by Cross-Plaintiffs and made the basis of this suit.

VIII.

Cross-Plaintiffs would further allege, in the alternative, that the 1976 Chevrolet 3/4 ton pickup VIN CCL246F405180 in question was manufactured and sold by Cross-Defendants, **GENERAL MOTORS CORPORATION, JACK SHERMAN CHEVROLET, INC., and CARS OF TEXAS**, and such Cross-Defendants warranted as a matter of law to the general public and specifically to Cross-Plaintiffs that it was fit for the purpose for which it was sold. In reality, such pickup truck was not fit for the purposes intended. Cross-Defendants breached their implied and expressed warranties, as they knew or should have known of the risk posed by their defective product. Such breach of implied and expressed warranties was the proximate and producing cause of the actual damages sustained by the Cross-Plaintiffs as described hereafter. Cross-Plaintiffs assert their remedy against these Cross-Defendants under §2.314 and §2.715, TEX.

BUS. AND COMM. CODE, and other remedies under Texas law for breach of express and implied warranty.

IX.

Cross-Plaintiffs would further show that as a direct and proximate result of the negligent acts of omission and/or commission of the Cross-Defendants, their agents, servants, and/or employees acting within the course and scope of their employment, as described herein, Decedent **HECTOR MARIO TERCERO MUNOZ** suffered excruciating pain and mental anguish and other resulting damages prior to his death on April 18, 1994. Cross-Plaintiffs would further that by reason of said Cross-Defendants' conduct and the resulting death of **HECTOR MARIO TERCERO MUNOZ**, it was necessary that Cross-Plaintiff **DIANA MARQUEZ** incur expenses for the funeral service and burial of the Decedent, said amount being fair, customary, reasonable and necessary.

X.

Cross-Plaintiffs would further show that at the time of the his death, **HECTOR MARIO TERCERO MUNOZ** was 21 years old, in good health and had a reasonable life expectancy in excess of fifty-two (52) years. Before and up to the time of the his death, **HECTOR MARIO TERCERO MUNOZ** was industrious, energetic, happy, loyal, and loving to his wife and daughter. **HECTOR MARIO TERCERO MUNOZ** performed tasks in and about the family residence and gave advice, counseling, comfort, care, love, solace, support and protection to his wife and daughter and in all reasonable probability would have continued to do so for the remainder of his natural life. Cross-

Plaintiffs **DIANA MARQUEZ** and **LAURA PATRICIA TERCERO MARQUEZ** have suffered injuries and damages to the familial relationship, including loss of love, affection, comfort, companionship, maintenance, assistance, and emotional support.

XI.

In addition, as a result of the untimely death of the Decedent **HECTOR MARIO TERCERO MUNOZ**, Cross-Plaintiff **DIANA MARQUEZ** has suffered and will continue to suffer pecuniary loss from the death of her husband, including loss of care, maintenance, support, advice, counsel and contribution of a pecuniary value that she would, in reasonable probability, have received from her husband during his lifetime, had he lived. Cross-Plaintiff **DIANA MARQUEZ** has also suffered and will continue to suffer mental anguish, grief and sorrow as a result of the death of her husband, **HECTOR MARIO TERCERO MUNOZ**. Full and fair compensation to Cross-Plaintiff **DIANA MARQUEZ** for her respective losses suffered as a result of the wrongful death of **HECTOR MARIO TERCERO MUNOZ** is an amount within the jurisdictional limit of this Court.

XII.

In addition, as a result of the untimely death of Decedent, **HECTOR MARIO TERCERO MUNOZ**, Cross-Plaintiff **LAURA PATRICIA TERCERO MARQUEZ**, a minor, has suffered and will continue to suffer pecuniary loss from the death of her father, **HECTOR MARIO TERCERO MUNOZ**, including losses of care, maintenance, support, advice, counsel and contribution, and has suffered and will continue to suffer, mental anguish, grief and sorrow and seek damages in a sum

within the jurisdictional limits of the Court.

XIII.

Cross-Plaintiffs would further assert, individually and in their respective capacities and pursuant to the laws of the State of Texas, that they are entitled to recover pre-judgment interest at the highest legal rate allowed by law. Each Cross-Plaintiff herein, including all those entitled to recover for the wrongful death of **HECTOR MARIO TERCERO MUNOZ**, asserts a claim for all elements of actual damages allowed under Texas law.

XIV.

Cross-Plaintiffs would further allege and aver that the negligence of Cross-Defendants named herein also constituted gross-negligence, and that such gross-negligence was a proximate cause of the incident in question and of the injury to and death of **HECTOR MARIO TERCERO MUNOZ**, Decedent. Because of the gross-negligence of these Cross-Defendants, punitive damages should be assessed against each such Cross-Defendant in favor of the Cross-Plaintiffs in an amount within the jurisdictional limit of this Court, and in a respective amount against each such Cross-Defendant sufficient to deter such conduct in the future.

WHEREFORE, PREMISES CONSIDERED, Cross-Plaintiffs **JOSE RAMON FALCON**, AS ADMINISTRATOR OF THE ESTATE OF **HECTOR MARIO TERCERO MUNOZ**, DECEASED, AND FOR AND ON BEHALF OF ALL PERSONS ENTITLED TO RECOVER FOR THE WRONGFUL DEATH OF **HECTOR MARIO TERCERO MUNOZ**, AND **DIANA MARQUEZ**, INDIVIDUALLY AND AS NEXT FRIEND OF **LAURA PATRICIA**

TERCERO MARQUEZ, A MINOR pray that Cross-Defendants GENERAL MOTORS CORPORATION, JACK SHERMAN CHEVROLET, INC., KELLY INSPECTION SERVICE, INC., SIVALLS, INC., CARS OF TEXAS, and HORACIO LUJON be required to appear and answer herein, and that this cause be set for trial, and that Cross-Plaintiffs have judgment against the Cross-Defendants, jointly and severally, for their actual and punitive damages as set forth above, in addition to costs, prejudgment interests, post-judgment interest as allowed by law, and further relief, both special and generally, at law and in equity, to which Cross-Plaintiffs may show themselves justly entitled.

Respectfully submitted,

LAW OFFICE OF RAYMOND ALEXANDER
719 S. Shoreline, Suite 201
Corpus Christi, Texas 78401
(512) 883-3886
(512) 882-6294 (FACSIMILE)

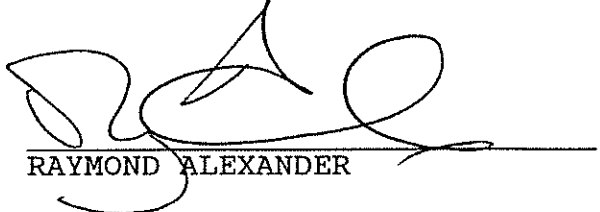
By:


RAYMOND ALEXANDER
State Bar No. 0099705

ATTORNEY FOR CROSS-PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been delivered, by the method of service indicated, to all counsel of record as listed below, on this the 9th day of October, 1995.


RAYMOND ALEXANDER

Certified Mail, Return Receipt Requested

Mr. Richard Davis
STRASBURGER & PRICE, L.L.P.
4300 NationsBank Plaza
901 Main St., Suite 4300
Dallas, Texas 75202

Mr. Kyle H. Dreyer
HARTLINE, DACUS, DREYER & KERN, L.L.P.
2626 Cole Avenue, Suite 800
Dallas, Texas 75204

Mr. Richard D. Cox
BROWN McCARROLL & OAKS HARTLINE
300 Crescent Court, Suite 1400
Dallas, Texas 75201-6929

Mr. W. Burgess Wade
Attorney at Law
500 W. Ohio, Suite 100
Midland, Texas 79701-4333

Mr. Larry Black
221 W. 6th, Suite 1800
Austin, Texas 78701

Mr. Joel B. Locke
SCHAEFER, DAVIS, O'LEARY & STOKER
NationsBank Building
700 North Grant
P.O. Drawer 1552
Odessa, Texas 79760-1552

Mr. Timothy D. Raub
The Herrera Law Firm
319 N. Grant, Suite 200
Odessa, Texas 79761

VIA HAND DELIVERY

Mr. James L. Post
JAMES L. POST, P.C.
P.O. Box 23013
Corpus Christi, Texas 78403

Exhibit C

NO. DC-04-321

YANIRA FRANCO, as next friend of
JAIRO ALAN FRANCO, a minor

Plaintiff,

V.

GENERAL MOTORS
CORPORATION and
DIANA MARQUEZ, Individually and
As Personal Representative of the
Estate of HECTOR MARIO
TERCERO MUÑOZ, decedent, and as
Next Friend of LAURA PATRICIA
TERCERO MARQUEZ, a minor
Defendants.

§ IN THE DISTRICT COURT
§
§
§
§
§
§
§
§
§
§
§

229th JUDICIAL DISTRICT

FILED AT 11:29 CLOCK AM

OCT 01 2004

R. BARTON, CLERK
DISTRICT CLERK, DUVAL COUNTY TEXAS
BY: _____ DEPUTY

DUVAL COUNTY, TEXAS

PETITION FOR BILL OF REVIEW

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW YANIRA FRANCO, as Next Friend of JAIRO ALAN FRANCO, a minor, Plaintiff herein, complaining of GENERAL MOTORS CORPORATION and DIANA MARQUEZ, individually and as Personal Representative of the Estate of HECTOR MARIO TERCERO MUÑOZ, Decedent, and as Next Friend of LAURA PATRICIA TERCERO MARQUEZ, a minor, and makes this her Petition for Bill of Review, and in support of such Bill of Review, shows the Court as follows:

DISCOVERY CONTROL PLAN LEVEL

1. Plaintiff intends that discovery be conducted under Discovery Level 2.

PARTIES AND SERVICE

2. Plaintiff Yanira Franco, an individual who resides in Odessa, Ector County, Texas, brings this action as next friend of Jairo Alan Franco, a minor.

3. As used herein, "Plaintiff" shall include not only named Plaintiff, but also persons whose claims are being represented by a Plaintiff.

4. Defendant General Motors Corporation, a foreign corporation, may be served by service upon its registered agent for service of process, CT Corporation, 350 N. St. Paul, Dallas, Texas. Service of said Defendant as described above can be effected by via-private processor.

5. Defendant Diana Marquez, upon information and belief, is a resident of Ojinaga, Chihuahua, Mexico, and may be served with process by service upon her at 1524 6th Street 1524, Ojinaga, Mexico, 32881. In the alternative, service may be made upon her by publication.

JURISDICTION

6. This Court has jurisdiction over this Bill of Review because it rendered judgment in cause number 15813 on or about January 2, 1996.

FACTS SUPPORTING THE BILL OF REVIEW

7. On or about April 17, 1994, Decedent Hector Mario Tercero Muñoz was operating his 1976 Chevrolet ¾ ton pickup truck VIN CCL246F405180 in Ojinaga, Mexico. At said time and place, the 1976 Chevrolet ¾ ton pickup had a minor collision with another vehicle and burst into flames, severely burning the Decedent and other occupants of the truck. Decedent was rushed to a hospital in Alpine, Texas, but on April 18, 1994, he died of the burns he received in the fire.

8. On or about October 25, 1994, in cause No. 15813, in the 229th Judicial District Court of Duval County, Texas, a lawsuit was instituted against Defendant General Motors Corporation, and Defendant Diana Marquez, Individually and as Personal Representative of the Estate of Hector Mario Tercero Muñoz, and as next friend of Laura Patricia Tercero Marquez, by various parties injured as a result of the fire that resulted in the death of Hector Mario Tercero Muñoz. The Fifth Amended Petition in said cause alleged that all the heirs at law of Hector Mario Tercero Muñoz had been sued.

9. Jairo Alan Franco was born on November 20, 1991, and is an heir at law of Hector Mario Tercero Muñoz. He was entitled to notice of any claim asserted for the wrongful death of his father. No such notice was provided to either this minor directly or to any personal representative of this heir at law of Hector Mario Tercero Muñoz. Decedent and his family knew of the existence of this child prior to Decedent's death. True and correct copies of the child's birth certificate is attached hereto as Exhibit "A", and incorporated herein by reference for all purposes as if set forth at length. Recent DNA testing has confirmed with 99.989% accuracy that such child has as his grandparents Mario Proano and Luzmila Muñoz Arreola de Tercero, parents of the Decedent Hector Mario Tercero Muñoz. True and correct copies of the DNA test results are attached hereto and incorporated herewith as Exhibit "B", and incorporated herein by reference for all purposes as if set forth at length.

10. On or about December 21, 1995, Diana Marquez was appointed temporary administratrix of the estate of Hector Mario Tercero Muñoz, with the following powers:

- a. To take any and all actions necessary for the prosecution and defense of any and all claims arising out of the injuries, damages, and the death of Hector

Mario Tercero Muñoz, including but not limited to, the power to employ an attorney;

- b. To negotiate, waive, compromise, discontinue and/or settle all claims in connection therewith;
- c. To incur and pay expenses; and
- d. To exercise any rights necessary to protect the interest or rights of the person and/or estate of Hector Mario Tercero Muñoz, deceased.

11. On or about January 2, 1996, an Agreed Judgment or a compromise settlement agreement was entered into between Defendants General Motors Corporation and Diana Marquez, in her various capacities, for the wrongful death of Hector Mario Tercero Muñoz. Defendant General Motors Corporation paid some \$540,000 into the Registry of the Court for the benefit of Laura Patricia Tercero Muñoz for the wrongful death of her father Hector Mario Tercero Muñoz. It is not known how much Diana Marquez was paid by Defendant General Motors Corporation.

12. Plaintiff would show that Jairo Alan Franco, as an heir at law of Hector Mario Tercero Muñoz, was entitled to assert his own claim for the wrongful death of his father. The failure to provide notice of any claim asserted for the wrongful death of his father, when his existence was known, amounts to fraud, accident, or a wrongful act of Defendants, which has denied him the opportunity to fully litigate at trial all claims he is entitled to assert.

13. Plaintiff would show any failure to present this claim prior to the filing of this pleading was not the result of any intentional act, conscious indifference, or negligence on her part or the part of her son. Plaintiff would show she had no knowledge of any lawsuit concerning this matter until she hired attorneys to investigate any potential claims which could be asserted on behalf of her son.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendants be cited to appear and answer; that a new trial will be granted; that upon final trial, the Court will order that the judgment in Cause No. 158131 set aside and vacated; that the Court will enter judgment in favor of Plaintiff as next friend of Jairo Alan Franco; that Plaintiff recover costs expended in filing this petition and that Plaintiff have such other and further relief at law or in equity to which Plaintiff may be justly entitled.

Respectfully submitted,

FRANKLIN H. MCCALLUM

Attorney at Law
112 Loraine South, Suite 500
Midland, Texas 79701
(432) 682-3288
(432) 682-3298 (Facsimile)

By:


Franklin H. McCallum
Texas State Bar No. 13355800.

ATTORNEY FOR PLAINTIFF
YANIRA FRANCO AS NEXT FRIEND OF
JAIRO ALAN FRANCO, A MINOR

PLAINTIFF HEREBY DEMANDS TRIAL BY JURY

VERIFICATION

STATE OF TEXAS

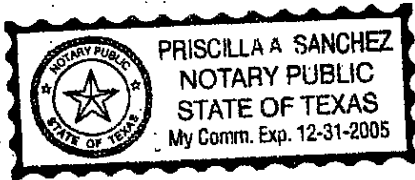
§
§
§

COUNTY OF ECTOR

BEFORE ME, the undersigned authority, personally appeared Yanira Franco, who, on oath, stated that the statements made in the foregoing Petition for Bill of Review are true and correct.

Yanira Franco
Yanira Franco

SUBSCRIBED AND SWORN TO BEFORE ME on this the 30th day of September,
⁴2007, to certify which witness my hand and seal of office.



Priscilla Sanchez
Notary Public, State of Texas

Exhibit D

DIANA MARQUEZ, 01/20/95

PAGE 1 TO PAGE 101

LOONEY & COMPANY

210/734-7127

FOR:

E. PAUL CAULEY, JR.

CONDENSED TRANSCRIPT AND CONCORDANCE

PREPARED BY: GENEVA GONZALES, CSR

**LOONEY & COMPANY
6800 PARK TEN BLVD., SUITE 216-N
SAN ANTONIO, TX 78213
Phone: 210/734-7127
FAX: 210/734-3426**



BSA

DIANA MARQUEZ, 01/20/95

XMAX(7)

(24) Q. Did you and he ever discuss going through
(25) any type of marriage ceremony or becoming legally

Page 32

(1) married?
(2) **A. Yes.**
(3) Q. Had you decided against it?
(4) **A. I don't understand.**
(5) Q. Okay. Although you discussed becoming
(6) married, what kept y'all from doing it?
(7) **MR. ALEXANDER:** Let me object to
(8) the question again as to the use of the
(9) term "marriage," unless you want to specify
(10) ceremonial marriage.
(11) Q. (By Mr. Cauley) You can answer.
(12) **MR. ALEXANDER:** No, I'll instruct
(13) her not to answer in that form.
(14) Q. (By Mr. Cauley) Did you and your husband
(15) discuss having a legal marriage as you understand
(16) that term under Mexican law?
(17) **MR. ALEXANDER:** I need to take a
(18) break.
(19) (WHEREUPON, a brief recess
(20) was taken.)
(21) (WHEREUPON, Deposition
(22) Exhibit Nos. 6 through 11
(23) were marked for
(24) identification purposes.)
(25) Q. (By Mr. Cauley) Okay. Back on the record.

Page 33

(1) Do you know if Mr. Munoz had any other children other
(2) than Laura Patricia?
(3) **A. No.**
(4) Q. You don't know, or he did not?
(5) **A. No, he doesn't have any.**
(6) Q. Have you ever been ceremonially married to
(7) anyone?
(8) **A. No.**
(9) Q. Do you know if Mr. Munoz has ever been
(10) ceremonially married to anyone?
(11) **A. No.**
(12) Q. I apologize for my poor question. He has
(13) not been married, or you do not know if he has been
(14) married?
(15) **A. No, he's never been married.**
(16) Q. When did you decide to move to the United
(17) States following the death of Mr. Munoz?
(18) **A. I beg your pardon? When?**
(19) Q. When did you make the

decision that you
(20) would move to the United States?
(21) **A. Well, after he - after he died and I saw
(22) that I didn't have any resources for myself or for my
(23) daughter.**
(24) Q. Are you working in the United States?
(25) **A. No.**

Page 34

(1) Q. How would moving to the United States give
(2) you resources to support you and your daughter?
(3) **A. Well, for her because she's from here.**
(4) Q. Okay. Have - since coming to the
(5) United States, have you asked for any type of
(6) assistance or money or anything for your daughter
(7) from the United States or the State of Texas?
(8) **A. No.**
(9) Q. Before coming to the United States, did you
(10) know anyone who lived in San Diego, Texas?
(11) **A. No.**
(12) Q. Prior to making your decision to come to
(13) the United States, did you know anybody in Corpus
(14) Christi, Texas?
(15) **A. No, I had - no. I had relatives who -
(16) who talked to me about San Diego.**
(17) Q. All right. What relatives talked to you
(18) about San Diego?
(19) **A. Well, acquaintances.**
(20) Q. Who were the acquaintances?
(21) **A. Friends from over there and in Odessa.**
(22) Q. What were their names?
(23) **A. Well, there were several of them.**
(24) Q. What were their names?
(25) **A. Maricela.**

Page 35

(1) Q. Can you remember anyone else?
(2) **A. And friends of my dad's.**
(3) Q. What were their names?
(4) **A. Well, I don't know their names very well.**
(5) Q. What did Maricela tell you about
(6) San Diego, Texas?
(7) **A. Well, that it was a small, peaceful town
(8) where they speak Spanish.**
(9) Q. Where did Maricela live?
(10) **A. She lives in Odessa.**

(11) Q. What's her full name?
(12) **A. Maricela Saenz.**
(13) Q. How do you know Maricela Saenz?
(14) **A. She was a friend of my mother-in-law,
(15) Mario's mom.**
(16) Q. Who is Mario's mother-in-law?
(17) **A. My mother.**
(18) Q. All right. Where does - when did - how
(19) long have you known Maricela Saenz?
(20) **A. Around three years.**
(21) Q. Why did you pick San Diego, Texas, over all
(22) of the other places in the state?
(23) **A. Because of what she had said, that it's a
(24) peaceful place, and they speak Spanish there.**
(25) Q. Did Ms. Saenz say she knew anybody in

Page 36

(1) San Diego, Texas?
(2) **A. Yes, she said she had family or a friend
(3) here.**
(4) Q. Okay. Have you talked to that friend?
(5) **A. No.**
(6) Q. Do you know the friend's name?
(7) **A. No.**
(8) Q. Before moving to San Diego, Texas, did
(9) anybody else tell you anything about San Diego,
(10) Texas, other than Maricela Saenz?
(11) **A. No.**
(12) Q. And you cannot remember the name of anybody
(13) else who told you anything about San Diego, Texas?
(14) **A. No.**
(15) Q. When did you enter the United States for
(16) the purpose of moving to San Diego, Texas?
(17) **A. In September.**
(18) Q. Of 1994?
(19) **A. Yes.**
(20) **MR. ALEXANDER:** In September or
(21) August?
(22) It was in the end of August, first
(23) part of September.
(24) Q. (By Mr. Cauley) Before the first of
(25) September of 1994, did anyone other than Maricela

Page 37

(1) Saenz suggest that you move to San Diego, Texas?
(2) **MR. ALEXANDER:** Well let me object
(3) to the question to the extent that it

BSA

DIANA MARQUEZ, 01/20/95

XMAX

(8) delivered on the _____ day of _____, 1995
 (9) to the witness for examination, signature and return
 (10) to Looney & Company by day of _____, 1995.
 (11)
 (12) That the deposition transcript was returned,
 (13) properly executed by the witness, to the deposition
 (14) officer, and the attached change/correction sheet
 (15) contains the changes, if any, and the reasons
 (16) therefor, made by the witness;
 (17)
 (18) That the deposition transcript was not
 (19) returned to the deposition officer by the witness.
 (20)
 (21) That the original deposition transcript, or a
 (22) copy thereof, together with copies of all exhibits,
 (23) was delivered on _____ to MR. E. PAUL
 (24) CAULEY, Attorney for DEFENDANT, GENERAL MOTORS
 (25) CORPORATION;

(19) San Antonio, Texas 78213
 (210) 734-7127
 (20)
 (21) Job#-5GABA.GENE00
 (22)
 (23)
 (24)
 (25)

Page 101

(1) That pursuant to the information made a part of
 (2) the record at the time said testimony was taken, the
 (3) following includes all parties of record:
 (4) MR. RAYMOND ALEXANDER, Attorney for DEFENDANT,
 DIANA MARQUEZ
 (5) MR. E. PAUL CAULEY, Attorney for DEFENDANT,
 GENERAL MOTORS CORPORATION
 (6) MR. JOEL B. LOCKE, Attorney for DEFENDANT,
 SIVALLS, INC.
 (8) That a copy of this certificate was served on
 (9) all parties shown herein.
 (10) CERTIFIED TO on this _____ day of _____
 (11) A.D., 1995.
 (12)
 (13)
 (14)
 (15) GENEVA GONZALES
 (16) Certified Shorthand Reporter In and for the State of Texas
 (17) Cert. No.: 5222 Exp. Date: 12/31/95
 (18) LOONEY & COMPANY
 6800 Park Ten Blvd., Suite 216-N.