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KING & SPALDING LLP
1185 Avenue of the Americas
New York, New York 10036
Telephone: (212) 556-2100
Facsimile: (212) 556-2222
Arthur Steinberg
Scott Davidson

KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Richard C. Godfrey, P.C. (admitted *pro hac vice*)
Andrew B. Bloomer, P.C. (admitted *pro hac vice*)

Attorneys for General Motors LLC

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**RESPONSE BY GENERAL MOTORS LLC TO
NO STAY PLEADING FILED IN CONNECTION
WITH THE COURT'S MAY 16, 2014 SCHEDULING ORDER**

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General Motors LLC ("**New GM**"), by its undersigned counsel, respectfully submits this response ("**Response**") to the "No Stay Pleading" ("**Phaneuf No Stay Pleading**") filed by the Plaintiffs ("**Phaneuf Plaintiffs**") in the Ignition Switch Action¹ filed by Lisa Phaneuf, *et al.* ("**Phaneuf Ignition Switch Action**"), and respectfully represents as follows:

PRELIMINARY STATEMENT

1. While the Plaintiff ("**Witherspoon Plaintiff**") in the Ignition Switch Action filed by Patrice Witherspoon previously filed a No Stay Pleading, on June 11, 2014, the Witherspoon Plaintiff subsequently agreed to a voluntary stay of her Action.² Accordingly, the No Stay Pleading filed by the Witherspoon Plaintiff is no longer relevant.

2. The Phaneuf Plaintiffs (like Plaintiffs in many other Ignition Switch Actions) allege claims based on Old GM's conduct, Old GM vehicles and Old GM parts. These claims clearly implicate the Sale Order and Injunction and are subject to the injunction therein. Since the Plaintiffs contend otherwise, this Court will ultimately need to determine the issue, but that determination should be made after the Threshold Issues (as defined in the May 16, 2014 Scheduling Order) are decided. That is the process the Court set forth in the Scheduling Order, the process recommended by Designated Counsel (as defined in the Scheduling Order) at the conference held on May 2, 2014 ("**Conference**"), and the process agreed to by *all other Plaintiffs in the 88 Ignition Switch Actions*.

3. Simply put, there is no reason to overly-complicate or otherwise delay the Court's determination of the Threshold Issues by dealing now with the totally separate claims raised in the Phaneuf Ignition Switch Action. Similarly, there is no basis for the Phaneuf Plaintiffs to

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the *Motion of General Motors LLC Pursuant to 11 U.S.C. §§ 105 and 363 to Enforce the Court's July 5, 2009 Sale Order and Injunction* ("**Motion to Enforce**"), dated April 21, 2014 [Dkt. No. 12620].

² A copy of the Witherspoon voluntary stay stipulation is annexed hereto as Exhibit A.

jump ahead of the other Plaintiffs in litigating the common bankruptcy-related issues raised by the Phaneuf Ignition Switch Action. The bankruptcy-related claims in the Phaneuf Ignition Switch Action should be presented to the Court for determination at the same time as the other Plaintiffs – after the Threshold Issues are determined.

BACKGROUND RELEVANT TO RESPONSE

4. Prior to the Conference, based on statements made by Designated Counsel that it represented the interests of most of the Plaintiffs with respect to the Motion to Enforce, New GM had a “meet and confer” session with Designated Counsel, and each side shared their views as to the procedures that should be put into place for the efficient adjudication by the Court of the Motion to Enforce. New GM also met prior to the Conference with counsel who filed the Adversary Proceeding for that same purpose.

5. As indicated in New GM’s letter to the Court, dated April 30, 2014, regarding the Conference [Dkt. No. 12673], and Designated Counsel’s letter in response thereto [Dkt. No. 12677], the parties were in substantial agreement regarding the Stay Procedures for the Ignition Switch Actions. At the Conference, the Court noted this agreement, and ruled:

Six, anyone who is unwilling to agree to the temporary stand still that the majority seems to agree upon must come forward before me within a time certain, either on the date proposed in the Steinberg and Weisfelner letters, or an alternative date they might agree upon, in consultation with the other parties that I’ve allowed to participate in the formation of the order, with a motion asking me to rule on whether I should force such a standstill on the dissenter by TRO or preliminary injunction.

Transcript of Conference, at 99:9-18. The Court also noted that, while it could not enjoin other courts, it certainly could enjoin parties, and has done so before. *Id.* at 54:7-9.

6. At the Conference, the Court directed Counsel for the Identified Parties³ to confer on a proposed form of scheduling order consistent with his ruling at the Conference. *Id.* at 96:9-14. As directed, after the Conference, New GM and the other Counsel for the Identified Parties negotiated a consensual form of scheduling order, which was filed under a notice for settlement on all Plaintiffs on May 12, 2014, with a presentment date of May 15, 2014.

7. The proposed form of scheduling order submitted to the Court on May 12, 2014 contained the following procedures:

5(a) Plaintiffs shall be given until May 23, 2014 to enter into voluntary stipulations with New GM staying all proceedings in their Ignition Switch Action against New GM (including General Motors Holdings LLC and/or General Motors Company) other than the JPML proceedings set forth in paragraph 4 above and, if the Transferee Court so chooses, proceedings in the Transferee Court for the appointment of plaintiff and defendant liaison counsel and the formation of a plaintiffs' steering committee or other committee of plaintiffs' counsel. [footnote omitted] The Order is without prejudice to the rights of any party to request that this Court stay the Plaintiff(s) from further proceedings before the Transferee Court or for any party to oppose such relief.

(b) If a Plaintiff chooses not to enter into a voluntary stay stipulation, it shall be required to file a pleading in this Court by no later than May 27, 2014 setting forth why it should not be directed to stay its Ignition Switch Action ("No Stay Pleading"). New GM will file a response to the No Stay Pleading by June 13, 2014, and the Court shall hold a hearing on a date set by the Court. Nothing set forth in this Order shall change the burden of proof as to whether there has been a violation of the Sale Order and Injunction by Plaintiffs who do not enter into a voluntary stay stipulation. This Order is without prejudice to any party, after September 1, 2014, requesting that this Court modify the stay for cause shown, including based on any rulings in this case, or any perceived delay in the resolution of the Threshold Issues.

8. Only one response was filed to the proposed form of scheduling order. *See* Letter dated May 15, 2014 by Lowenstein Sandler LLP [Dkt. No. 12693]. This Letter did not object to the Stay Procedures.

³ The term "Counsel for Identified Parties" is defined in the Scheduling Order.

9. The Court ultimately entered the *Scheduling Order Regarding (I) Motion Of General Motors LLC Pursuant To 11 U.S.C. §§ 105 And 363 To Enforce The Court's July 5, 2009 Sale Order And Injunction, (II) Objection Filed By Certain Plaintiffs In Respect Thereto, And (III) Adversary Proceeding No. 14-01929* on May 16, 2014 (“**Scheduling Order**”),⁴ substantially in the form presented by Counsel for the Identified Parties.

10. After the Scheduling Order was entered, New GM circulated a form of the Stay Stipulation and solicited comments from Designated Counsel and counsel for the Plaintiffs in the Adversary Proceeding. A consensual form of the Stay Stipulation was agreed to on May 19, 2014, and counsel for New GM promptly circulated the Stay Stipulation to counsel for all Plaintiffs.⁵

11. Since circulating the Stay Stipulations, Plaintiffs *in 87 out of 88* Ignition Switch Actions have entered into Stay Stipulations. Thus, only the Phaneuf Plaintiffs have not voluntarily agreed to stay their Ignition Switch Action.

12. In reality, there is a strong likelihood that the Phaneuf Plaintiffs will not be able to separately proceed in their Ignition Switch Action. New GM designated with the Judicial Panel for Multidistrict Litigation (“**JPML**”) the Phaneuf Ignition Switch Action as a case that should be consolidated for discovery and other pretrial proceedings. The JPML held a hearing in Chicago on May 29, 2014. On June 9, 2014, the JPML entered a transfer order, transferring the designated litigations to the Southern District of New York, before the Honorable Jesse M. Furman.⁶ As the Phaneuf Ignition Switch Action will very likely be transferred as well, there

⁴ A copy of the Scheduling Order is annexed hereto as Exhibit “B.”

⁵ A copy of the Stay Stipulation sent to the Phaneuf Plaintiffs is annexed hereto as Exhibit “C.”

⁶ A copy of the JPML Order is annexed hereto as Exhibit “D”.

will be no independent action for the Phaneuf Plaintiffs to proceed with. In other words, they will be on the same timeline as every other Plaintiff that signed the Stay Stipulation.

13. This Response is filed by New GM pursuant to paragraph 5(b) of the Scheduling Order and sets forth (a) why the relief requested in the Phaneuf No Stay Pleading should be denied, and (b) why the Phaneuf Plaintiffs should be enjoined from proceeding with their Ignition Switch Action.

RESPONSE

14. As stated in the Motion to Enforce, the United States Supreme Court in *Celotex Corp. v. Edwards* set forth the “well-established” rule that “persons subject to an injunctive order issued by a court with jurisdiction are expected to obey that decree until it is modified or reversed, even if they have proper grounds to object to the order.” 514 U.S. 300, 306 (1995).

The Supreme Court further explained:

If respondents believed the Section 105 Injunction was improper, they should have challenged it in the Bankruptcy Court, like other similarly situated bonded judgment creditors have done Respondents chose not to pursue this course of action, but instead to collaterally attack the Bankruptcy Court’s Section 105 Injunction in the federal courts in Texas. This they cannot be permitted to do without seriously undercutting the orderly process of the law.

Id. at 313.

15. The settled principles of *Celotex* required the Phaneuf Plaintiffs to seek relief from the Sale Order and Injunction in this Court, prior to commencing their Ignition Switch Action. They did not do so.

16. New GM is not seeking an injunction against the Phaneuf Plaintiffs; it is seeking to enforce the pre-existing injunction set forth in this Court’s Sale Order and Injunction. Through their No Stay Pleading, the Phaneuf Plaintiffs are essentially asking the Court to vacate its preexisting injunction as to them. The burden is thus on the Phaneuf Plaintiffs to demonstrate

that the injunction in the Sale Order and Injunction should be vacated. *See Stewart v. General Motors Corp.*, 756 F.2d 1285, 1291 (7th Cir. 1985) (“The law appears settled that the defendant bears that burden on a motion to vacate an injunction.”). They have not met their burden.

17. Even if the Court views New GM as seeking a preliminary injunction (which it is not), as demonstrated herein, New GM clearly can satisfy such burden of proof.

18. The test for granting a preliminary injunction is whether the moving party can establish (a) irreparable harm and (b) either (1) likelihood of success on the merits or (2) sufficiently serious questions going to the merits to make them a fair ground for litigation and a balance of hardships tipping decidedly toward the party requesting the preliminary relief.” *Sunni, LLC v. Edible Arrangements, Inc.*, No. 14 Civ. 461 (KPF), 2014 WL 1226210 (S.D.N.Y. March 25, 2014 (quoting *Christian Louboutin S.A. v. Yves Saint Laurent Am. Holdings, Inc.*, 696 F.3d 206, 215 (2d Cir. 2012) (internal quotation marks omitted)).

19. Here, New GM will be irreparably harmed if the Phaneuf Plaintiffs are not stayed from proceeding in another forum. Allowing the Phaneuf Plaintiffs to continue their Action in another forum will require New GM to defend the same claims in multiple forums. Inconsistent decisions on issues squarely within this Court’s province may result. In addition, as discussed below, allowing the Phaneuf Plaintiffs – one group of Plaintiffs out of 88 Ignition Switch Actions -- to continue their Ignition Switch Action in another forum may cause other Plaintiffs to seek relief from the Stay Stipulations they already entered into. It will also create confusion in the Transferee Court (as defined in the Scheduling Order) as to what issues may proceed thereat before the bankruptcy-related issues are determined by this Court. That will place a significant burden on not only New GM, but this Court and the Transferee Court.

20. The Phaneuf Plaintiffs have sought to hold New GM liable as a successor to Old GM, and seek to hold New GM accountable for Old GM's conduct relating to Old GM vehicles and Old GM parts. These types of claims are clearly barred by the Sale Order and Injunction. Accordingly, as demonstrated more fully in the Motion to Enforce, New GM has demonstrated a likelihood of success on the merits or, at a minimum, that there are very serious questions going to the merits to make them a fair ground for litigation.

21. In addition, in their No Stay Pleading, the Phaneuf Plaintiffs have not stated how they would be harmed if their Ignition Switch Action was stayed like all other Plaintiffs in the Ignition Switch Actions, who voluntarily agreed to do so. They merely argue that they are not bound by the Sale Order and Injunction. This Court will have to make that determination but, regardless, the Phaneuf Plaintiffs cannot demonstrate any hardship from a stay.

22. In view of the foregoing, to the extent applicable, New GM has satisfied the standard for the issuance of a preliminary injunction against the Phaneuf Plaintiffs.

**THE RELIEF REQUESTED IN THE PHANEUF
NO STAY PLEADING SHOULD BE DENIED**

**A. The Phaneuf Plaintiffs Are Expressly Enjoined From
Commencing And Continuing Their Ignition Switch Action**

23. The Phaneuf Plaintiffs contend that their claims are based on (i) New GM's covenant in the MSPA to comply with Old GM's recall obligations, and (ii) New GM's agreement in the MSPA to assume certain Product Liabilities (as defined in the MSPA). See Phaneuf No Stay Pleading, at pp. 3-4. ("**Phaneuf Contentions**"). New GM strongly disputes the Phaneuf Contentions. Among other things, there is no private right of action for a vehicle owner to sue a manufacturer for a violation of the National Highway, Transportation and Safety Act.⁷

⁷ See *Ayers v. Gen. Motors*, 234 F.3d 514, 522-24 (11th Cir. 2000); *Handy v. Gen. Motors Corp.*, 518 F.2d 786, 787-88 (9th Cir 1975).

Moreover, the Phaneuf Plaintiffs have not asserted a Product Liability Claim within the meaning of the MSPA as there has been no accident, death or property damage incurred by them.⁸

24. This Court retained exclusive jurisdiction over issues, such as the Phaneuf Contentions, so that it could decide how such disputes should be resolved. In particular, the Sale Order and Injunction reserved exclusive jurisdiction to this Court to interpret and construe the Sale Order and Injunction, as well as the terms of the MSPA.⁹ By contending that New GM agreed to undertake certain actions pursuant to the MSPA, and that certain claims against New GM arise from those actions, the Phaneuf Plaintiffs have conceded that the Court needs to construe the Sale Order and Injunction and MSPA with respect to the Phaneuf Contentions.

25. Here, all the Plaintiffs are required to obey the injunction contained in the Sale Order and Injunction until this Court has had an opportunity to resolve the bankruptcy-related issues set forth in the Motion to Enforce, and in particular, decide which claims asserted against New GM are barred, and which, if any, are not. The Phaneuf Plaintiffs are no different from any of the other Plaintiffs. Every other one of them, by signing the Stay Stipulation, has acknowledged their obligation to comply with the Court's Sale Order and Injunction. The Phaneuf Plaintiffs should be compelled to do what the others have readily acknowledged they will and must do.

26. For all of these reasons and as further explained below, the Phaneuf No Stay Pleading should be denied.

⁸ These issues will be fully briefed in accordance with the procedures to be established at the scheduled July 2, 2014 Court conference.

⁹ See Sale Order and Injunction, ¶ 71.

**B. The Phaneuf Contentions Should Be Decided By
The Court After The Threshold Issues Are Decided**

27. The real issue raised by the Phaneuf No Stay Pleading is whether the Phaneuf Contentions should be decided at the same time, or after the Threshold Issues are determined by the Court. Every Plaintiff in the 88 Ignition Switch Actions, other than the Phaneuf Plaintiffs, agree with the Court's ruling in the Scheduling Order that the Phaneuf Contentions should be decided *after* the Threshold Issues are determined.

28. Specifically, by entering into the Stay Stipulations, the Plaintiffs in all other Ignition Switch Actions agreed to litigate the Threshold Issues first, and to defer consideration of other issues (such as the Phaneuf Contentions) until a later phase of this case. The Threshold Issues include, but are not limited to, (i) whether procedural due process in connection with the Sale Motion and the Sale Order and Injunction was violated as it relates to the Plaintiffs; and (ii) whether a fraud on the Court was committed in connection with the Sale Order and Injunction based on the alleged issues regarding the ignition switch defect. They are unrelated to the Phaneuf Contentions.

29. The resolution of the Threshold Issues will shape the remaining aspects of this case, and should be decided first. That is the orderly process that was set forth by the Court in the Scheduling Order, and agreed to by all other Plaintiffs in the Ignition Switch Actions.

30. To be sure, the Court may ultimately have to address the Phaneuf Contentions in connection with other Plaintiffs' claims -- not just the claims of the Phaneuf Plaintiffs. However, they are not issues that should be addressed at this time. To do so would, among other things, delay the prompt adjudication of the Threshold Issues.

31. The Scheduling Order provides that any Plaintiff can file a motion with the Court, after September 1, 2014, for further relief from the procedures set forth in the Scheduling Order,

for cause shown. The Phaneuf Plaintiffs will have an opportunity to seek a further adjustment of the Scheduling Order in a few months, if they can demonstrate one is warranted. In the meantime, the procedures adopted by the Court and agreed to by every other Plaintiff should be followed by all Plaintiffs, including the Phaneuf Plaintiffs.

32. If the Phaneuf Plaintiffs are not required to abide by the preexisting injunction and to cease prosecuting their Ignition Switch Action, the carefully-crafted procedures put in place by this Court in the Scheduling Order may unravel. The Stay Stipulations entered into by all the other Plaintiffs provide that:

if a plaintiff in a different Ignition Switch Action (as defined in the Motion to Enforce) does not sign a stipulation similar to this Stipulation, and prior to September 1, 2014 obtains a ruling from the Bankruptcy Court which permits that plaintiff to go forward in its Ignition Switch Action, the Plaintiff who signed this Stipulation reserves the right to promptly seek the same relief from the Bankruptcy Court as it applies to this Action but only if the same factual and/or legal predicate on which the other plaintiff obtained relief applies to the Plaintiff in this Action as it did to the plaintiff in the other Ignition Switch Action who obtained such relief.

33. Allowing one Plaintiff to proceed with its Ignition Switch Action in a different forum could cause other Plaintiffs to seek relief in this Court from the stay that they previously voluntarily entered into, which would cause the very chaos that the Court sought to avoid by entering the Scheduling Order. The procedures agreed to by all other Plaintiffs should govern the Action instituted by the Phaneuf Plaintiffs.

C. The Phaneuf Plaintiffs' Claims Are Barred By The Sale Order and Injunction

34. The Phaneuf Plaintiffs attempt to distinguish their Action by arguing that “the wrongful conduct giving rise to the product liability claims occurred after New GM emerged from bankruptcy” and that “[t]hey are not seeking to hold New GM liable for conduct by Old

GM.”¹⁰ Phaneuf No Stay Pleading, p. 2. However, other Ignition Switch Actions have made the same argument, basing their claims on, among other things, New GM’s conduct relating to the recall of certain affected vehicles.

35. Moreover, other Ignition Switch Actions (like the Phaneuf Ignition Switch Action) also define their putative classes as including persons who purchased a vehicle manufactured by New GM (which contains potentially an allegedly defective Old GM part installed by a third party).

36. Equally important, while the Phaneuf Plaintiffs contend that they are only complaining about New GM’s conduct, and not Old GM’s conduct, a review of their complaint demonstrates that this is not the case. For example, like many other Plaintiffs, the Phaneuf Plaintiffs expressly make a “successor liability” claim. In the very first paragraph of their complaint, the Phaneuf Plaintiffs allege (albeit wrongly) that their Ignition Switch Action is brought against “General Motors LLC . . . *successor-in-interest* to General Motors Corporation” Phaneuf Compl., p. 1 (emphasis added).

37. In addition, while the Phaneuf Plaintiffs define their class of plaintiffs as persons who purchased affected vehicles after the closing of the MSPA, the claims asserted in the Phaneuf Ignition Switch Action *all* involve vehicles and/or parts manufactured by Old GM, not New GM. For example, lead plaintiff Lisa Phaneuf purchased a 2006 Chevrolet HHR, a vehicle manufactured by Old GM. Even though such vehicle was purchased after the Sale Order and Injunction, in the resale market from a non-GM dealership, that does not change the scope of the Assumed Liabilities of New GM under the MSPA with respect to Old GM vehicles.

¹⁰ As the Phaneuf Plaintiffs have not asserted a Product Liability claim as defined by the MSPA, their citation to case law regarding future claims (such as *In re Grumman Olson Industries Inc.*) is inapposite and unavailing.

38. As New GM explained in its Motion to Enforce, the potential ignition switch issue with vehicles manufactured by New GM is *not* that the original ignition switch in these models was faulty. Instead, a *repair may* have been made to these vehicles by someone other than New GM whereby a good ignition switch manufactured by New GM was replaced with a faulty ignition switch made by Old GM. *See* Motion to Enforce, ¶ 19. New GM is not liable for such actions.

39. The Phaneuf Plaintiffs' complaint is also littered with numerous allegations regarding Old GM's conduct, just like all other Ignition Switch Actions. A few of the many allegations concerning Old GM conduct contained in the Phaneuf Plaintiffs' complaint (and virtually all other complaints) are as follows:

- a. "In 2005, for example, GM launched the 'Only GM' advertising campaign. . . . 'Safety and security' were the first two features highlighted in the Company's February 17, 2005 press release describing the campaign." Compl., ¶ 26.
- b. "Similarly, an April 5, 2005 press release about the 'Hot Button marketing program' stated that the 'Value of GM's Brands [Was] Bolstered By GM's Focus On Continuous Safety' and explained that the Hot Button program was 'intended to showcase the range of GM cars, trucks and SUVs that offer drivers continuous safety — protection before, during and after a vehicle collision.'" *Id.*, ¶ 27.
- c. "On June 14, 2005, GM issued a press release stating that 'Safety [Was The] No. 1 Concern For Women At The Wheel'" *Id.*, ¶ 28.
- d. "In a statement aired on Good Morning America on March 7, 2005, a GM spokesperson stated that 'the [Chevrolet] Cobalt exceeds all Federal safety standards that provide – significant real-world safety before, during, and after a crash.' In November 2005, GM ran radio advertisements stating that 'One of the best things to keep you [and your] family safe is to buy a Chevy equipped with OnStar . . . from Cobalt to Corvette there's a Chevy to fit your budget.'" *Id.*, ¶ 29.
- e. "In April 2006, GM attempted to fix the Ignition Defect by replacing the original detent spring and plunger with a longer detent spring and plunger." *Id.*, ¶ 41.
- f. "[I]n 2003, a GM service technician observed the Ignition Defect while he was driving." *Id.*, ¶ 44.

40. Simply put, the Phaneuf Plaintiffs' claims are based on conduct by Old GM. They are not uniquely situated, and there is no reason to create an exception to the procedure agreed to by every other Plaintiff as to how litigation issues should proceed in relation to the Motion to Enforce. Accordingly, the Phaneuf No Stay Pleading should be denied.

WHEREFORE, New GM respectfully requests that this Court (i) deny the relief requested in the Phaneuf No Stay Pleading, (ii) enjoin the Phaneuf Plaintiffs from further prosecuting their Ignition Switch Action, and (iii) grant New GM such other and further relief as the Court may deem just and proper.

Dated: New York, New York
June 13, 2014

Respectfully submitted,

/s/ Arthur Steinberg
Arthur Steinberg
Scott Davidson
KING & SPALDING LLP
1185 Avenue of the Americas
New York, New York 10036
Telephone: (212) 556-2100
Facsimile: (212) 556-2222

Richard C. Godfrey, P.C. (admitted *pro hac vice*)
Andrew B. Bloomer, P.C. (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Attorneys for General Motors LLC

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

PATRICE WITHERSPOON, on behalf of herself and all others similarly situated,)	Case No. 4:14-cv-00425-HFS
)	
Plaintiff,)	HONORABLE HOWARD F. SACHS
)	
v.)	
)	
GENERAL MOTORS LLC and GENERAL MOTORS COMPANY,)	
)	
Defendants.)	
_____)	

STIPULATION STAYING ACTION

WHEREAS, the above-referenced plaintiff(s) ("**Plaintiff(s)**") commenced this action ("**Action**") against General Motors LLC ("**New GM**") seeking, among other things, economic damages against New GM related to an alleged defect in certain vehicles or parts, and the recall instituted by New GM with respect thereto;

WHEREAS, on April 21, 2014, New GM filed the *Motion of General Motors LLC Pursuant to 11 U.S.C. §§ 105 and 363 to Enforce the Court's July 5, 2009 Sale Order and Injunction* ("**Motion to Enforce**") in the United States Bankruptcy Court for the Southern District of New York ("**Bankruptcy Court**") asserting, *inter alia*, that (i) the Action violates the Order of the Bankruptcy Court, dated July 5, 2009 ("**Sale Order and Injunction**") approving the sale of substantially all of the assets from General Motors Corp. (n/k/a Motors Liquidation Company) ("**Old GM**") to New GM, and the injunction contained therein, and (ii) the Bankruptcy Court has exclusive jurisdiction to interpret and enforce the Sale Order and Injunction;

WHEREAS, the Plaintiffs oppose the Motion to Enforce;

WHEREAS, by Order of the Bankruptcy Court dated May 16, 2014 ("**Scheduling Order**"), the Bankruptcy Court established certain procedures to address the issues raised in the Motion to Enforce and the objections thereto. One of the procedures set forth in the Scheduling Order provides that the Plaintiff(s) shall be given until May 23, 2014 to enter into voluntary stipulations with New GM¹ for a stay of all proceedings in this Action against New GM;

WHEREAS, a hearing has been scheduled for May 29, 2014 before the Judicial Panel on Multidistrict Litigation ("**JPML**") in *In re General Motors LLC Ignition Switch Litigation*, MDL 2543, to determine whether to consolidate and transfer this Action and other similar actions

¹ For purposes of this Stipulation, New GM shall also include General Motors Holdings LLC and General Motors Company.

(collectively, the “Ignition Switch Actions”) for coordinated or consolidated pretrial proceedings and, if so, the District Court and District Judge (“Transferee Court”) before whom the Ignition Switch Actions will be centralized for that purpose; and

WHEREAS, subject to the terms hereof, and any further order of the Bankruptcy Court, the Plaintiff(s) have agreed to voluntarily stay this Action and any proceeding before the Transferee Court (except as set forth herein) pending a resolution by the Bankruptcy Court of the issues raised in the Motion to Enforce, and the objections thereto, or as otherwise set forth herein.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Plaintiff(s) and New GM (collectively, the “Parties”), as follows:

1. Subject to paragraph 6 hereof, the Parties have agreed to enter into this Stipulation to stay the Action against New GM, and that Plaintiff(s), subject to further order of the Bankruptcy Court, shall not seek to further prosecute this Action during the “Interval” against New GM. For purposes hereof, (a) the “Interval” shall commence on the date of this Stipulation and shall end 30 days after a Final Order(s) is entered resolving all issues raised in the Motion to Enforce, and (b) “Final Order” shall mean the entry of an order by the Bankruptcy Court, and the time period to file an appeal of such order has expired.

2. The Parties agree that this Stipulation shall not interfere with the hearing scheduled for May 29, 2014 before the JPML, and any order by the JPML regarding whether to consolidate and transfer the Ignition Switch Actions for coordinated or consolidated pretrial proceedings and, if so, the Transferee Court before whom the Ignition Switch Actions will be centralized for that purpose.

3. The Parties agree that if the JPML consolidates and transfers the Ignition Switch Actions to a Transferee Court, Plaintiff(s) will continue to abide by this Stipulation in the Transferee Court during the Interval, *provided, however*, that Plaintiffs may, if the Transferee Court so chooses, take such administrative actions relating to the appointment of plaintiff and defendant liaison counsel and forming a plaintiffs' steering committee or other committee of plaintiffs' counsel.²

4. This Stipulation is without prejudice to the rights of New GM to request that the Bankruptcy Court stay the Plaintiff(s) from any further proceedings before the Transferee Court, or for the Plaintiff(s) to oppose such relief.

5. The Parties agree that this Stipulation terminates when, and only to the extent that, the Bankruptcy Court grants relief from the stay of this Action as agreed to by this Stipulation; provided however if a plaintiff in a different Ignition Switch Action (as defined in the Motion to Enforce) does not sign a stipulation similar to this Stipulation, and prior to September 1, 2014 obtains a ruling from the Bankruptcy Court which permits that plaintiff to go forward in its Ignition Switch Action, the Plaintiff who signed this Stipulation reserves the right to promptly seek the same relief from the Bankruptcy Court as it applies to this Action but only if the same factual and/or legal predicate on which the other plaintiff obtained relief applies to the Plaintiff in this Action as it did to the plaintiff in the other Ignition Switch Action who obtained such relief.

6. Any Party may, after September 1, 2014, request that the Bankruptcy Court modify or terminate the stay agreed to herein for cause shown, including without limitation

² Pursuant to the Scheduling Order, the issue of whether a consolidated complaint can be filed in the Transferee Court shall be addressed at the conference scheduled to take place before the Bankruptcy Court on July 2, 2014 at 9:45 a.m.

based on any rulings by the Bankruptcy Court, or any perceived delay in the resolution of the Threshold Issues (as such term is defined in the Scheduling Order).

7. The Parties each agree to execute such documents as may be reasonably necessary to carry out the terms of this Stipulation.

8. The Parties each acknowledge that they have been represented by counsel, have jointly negotiated and prepared this Stipulation and are fully satisfied with its terms. In the event an ambiguity or question of intent or interpretation arises with respect to this Stipulation, this Stipulation shall be construed as if drafted by all Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Stipulation.

9. This Stipulation shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to the conflict of laws principles thereof.

10. This Stipulation constitutes the entire agreement and understanding between the Parties regarding the subject matter herein, and supersedes any Party's promises to or agreements with any other Party with respect to the subject matter herein. No waiver or modification of any term or condition contained herein shall be valid or binding unless in writing and executed by the Parties hereto.

11. Nothing set forth herein is intended to modify the terms of the Scheduling Order. If there are any inconsistencies or conflicts between the terms of this Stipulation and the terms of the Scheduling Order, the terms of the Scheduling Order shall control.

12. This Stipulation may be filed by either Party in the Action and in the Bankruptcy Court.

13. This Stipulation may be executed in counterparts, any of which may be transmitted by facsimile or e-mail transmission, and each of which shall be deemed an original.

DATED: June 12, 2014

Respectfully submitted,

/s/ Matthew N. Sparks

Robert J. Hoffman (MO #44486)
Matthew N. Sparks (MO #63260)
BRYAN CAVE LLP
1200 Main Street, Suite 3800
Kansas City, MO 64105
Telephone: 816-374-3200
Facsimile: 816-374-3300
Email: rjhoffman@bryancave.com
Email: matt.sparks@bryancave.com

Richard C. Godfrey, P.C. (to be admitted *pro hac vice*)

Robert B. Ellis, P.C. (to be admitted *pro hac vice*)

Andrew B. Bloomer, P.C. (to be admitted *pro hac vice*)

Leonid Feller (to be admitted *pro hac vice*)

KIRKLAND & ELLIS LLP

300 North LaSalle

Chicago, IL 60654-3406

Telephone: 312-862-2000

Facsimile: 312-862-2200

Email: rgodfrey@kirkland.com

Email: rellis@kirkland.com

Email: abloomer@kirkland.com

Email: leonid.feller@kirkland.com

*Attorneys for Defendants General Motors LLC
and General Motors Company*

DATED: June 12, 2014

/s/ Norman E. Siegel
Patrick J. Stueve (Mo. Bar No. 37682)
Norman E. Siegel (Mo. Bar No. 44378)
Todd E. Hilton (Mo. Bar No. 51388)
Bradley T. Wilders (Mo. Bar No. 60444)
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Ste. 200
Kansas City, MO 64112
Telephone: 816-714-7100
Facsimile: 816-714-7101
Email: stueve@stuevesiegel.com
Email: siegel@stuevesiegel.com
Email: hilton@stuevesiegel.com
Email: wilders@stuevesiegel.com

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on June 12, 2014, a copy of the forgoing **STIPULATION STAYING ACTION** was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's system.

DATED: June 12, 2014

/s/ Matthew N. Sparks

Exhibit B

UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK

-----X	
In re	: Chapter 11
	: :
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	: Case No.: 09-50026 (REG)
<i>f/k/a General Motors Corp., et al.</i>	: :
	: :
Debtors.	: (Jointly Administered)
-----X	
STEVEN GROMAN, ROBIN DELUCO,	: :
ELIZABETH Y. GRUMET, ABC FLOORING,	: :
INC., MARCUS SULLIVAN, KATELYN	: :
SAXSON, AMY C. CLINTON, AND ALLISON	: Adv. Pro. No.: 14-01929 (REG)
C. CLINTON, on behalf of themselves, and all	: :
others similarly situated,	: :
	: :
Plaintiffs,	: :
	: :
-v-	: :
	: :
GENERAL MOTORS LLC,	: :
	: :
Defendant.	: :
-----X	

**SCHEDULING ORDER REGARDING (I) MOTION OF
 GENERAL MOTORS LLC PURSUANT TO 11 U.S.C. §§ 105 AND 363
 TO ENFORCE THE COURT’S JULY 5, 2009 SALE ORDER AND
 INJUNCTION, (II) OBJECTION FILED BY CERTAIN PLAINTIFFS IN
 RESPECT THERETO, AND (III) ADVERSARY PROCEEDING NO. 14-01929¹**

Upon the Court’s Order, dated April 22, 2014 (“**April 22 Order**”), scheduling a conference for May 2, 2014 (“**Conference**”) to address procedural issues respecting the Motion, dated April 21, 2014 (“**Motion**”), of General Motors LLC (“**New GM**”),² pursuant to Sections 105 and 363 of the Bankruptcy Code, seeking to enforce the Sale Order and Injunction, the Objection, dated April 22, 2014 to the Motion filed by certain Plaintiffs [Dkt. No. 12629]

¹ Blacklined to show differences from Order as proposed by Counsel for the Identified Parties.

² Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

(“**Objection**”), and the adversary proceeding, Adv. Proc. No. 14-01929 (REG) (“**Adversary Proceeding**”) filed by Steven Groman *et al.* (“**Groman Plaintiffs**”); and due and proper notice of the Conference having been provided to counsel for the Plaintiffs, counsel for the Motors Liquidation Company GUC Trust (“**GUC Trust**”), counsel for certain holders of GUC Trust units that appeared at the Conference (“**Unitholders**”), and the Office of the United States Trustee, and it appearing that no other or further notice need be given; and it appearing that the April 22 Order encouraged Plaintiffs’ counsel to band together, to the extent possible, to avoid repetition and duplicative arguments, and the Plaintiffs have made a good faith attempt to do so;³ and the Court having considered the letters filed with the Court regarding the proposed agenda for the Conference; and the Conference having been held on May 2, 2014; and upon the record of the Conference, and the prior proceedings had herein, the Court having issued directives from the bench, which are memorialized in this Order. Accordingly, it is hereby

ORDERED that no discovery shall take place with respect to the Motion, the Objection or the Adversary Proceeding until further order of this Court; and it is further

ORDERED that the contested matter for the Motion, the Objection and the Adversary Proceeding shall be jointly administered by this Court and, for ease of this Court and all parties, all pleadings and other documents shall only be required to be filed on the main docket for the Chapter 11 case (Case No. 09-50026); and it is further

ORDERED that the Groman Plaintiffs shall have until May 21, 2014 to file any amendment as of right to their complaint in the Adversary Proceeding, *provided, however*, that any such amendment shall not affect the procedures set forth in this Order, absent further order of this Court; and it is further

³ Certain Plaintiffs designated the law firms Brown Rudnick, LLP; Caplin & Drysdale, Chartered; and Stutzman, Bromberg, Esserman & Plifka, PC (collectively “**Designated Counsel**”) to speak on their behalf at the Conference.

ORDERED that the time for New GM to answer or move with respect to the Adversary Proceeding is adjourned *sine die*; and it is further

ORDERED that the question of whether Court-ordered mediation may be useful to resolve issues in these proceedings is deferred without prejudice to any party's rights to request Court-ordered mediation at a later time; and it is further

ORDERED that the GUC Trust agrees that it shall not assert a timeliness objection to any claims that the Plaintiffs may attempt to assert against the Old GM bankruptcy estate and/or the GUC Trust, based directly or indirectly on the ignition switch issue, as a result of the Plaintiffs' delay in asserting such claims during the "Interval." For purposes hereof, (a) the "Interval" shall commence on the date of this Order and shall end 30 days after a Final Order is entered with respect to an adjudication of the Threshold Issues (as defined in this Order), and (b) "Final Order" shall mean the entry of an order by a court of competent jurisdiction, and there are no pending appeals, and the time period to file an appeal of such order has expired; and it is further

ORDERED that Wilmington Trust Company ("**WTC**"), as the GUC Trust Administrator, and the Unitholders, subject to WTC and such Unitholders coordinating their efforts in these proceedings to the extent reasonably practicable, shall be considered parties in interest in the contested matter concerning the Motion, the Objection, and the Adversary Proceeding, and shall have standing to appear and be heard on all issues regarding the Motion, the Objection, and the Adversary Proceeding. WTC and the Unitholders, subject to the coordination of efforts as discussed above, shall be permitted to participate in any discovery that may later be authorized by the Court; and it is further

ORDERED that the following initial case schedule shall apply to the Motion, the Objection and the Adversary Proceeding:

1. The threshold issues to be addressed by the parties (“**Threshold Issues**”) are presently determined to be as follows:
 - a. Whether procedural due process in connection with the Sale Motion and the Sale Order and Injunction was violated as it relates to the Plaintiffs;
 - b. If procedural due process was violated as described in 1(a) above, whether a remedy can or should be fashioned as a result of such violation and, if so, against whom;
 - c. Whether a fraud on the Court was committed in connection with the Sale Motion and Sale Order and Injunction based on the alleged issues regarding the ignition switch defect (“**Fraud on the Court Threshold Issue**”);
 - d. Whether New GM may voluntarily provide compensation to pre-petition accident victims that allege that their accident was caused by a defective ignition switch, while seeking to enforce the Sale Order and Injunction against claims asserted in the Ignition Switch Actions; and
 - e. Whether any or all of the claims asserted in the Ignition Switch Actions are claims against the Old GM bankruptcy estate (and/or the GUC Trust).⁴

2. The following schedule shall apply to the Threshold Issues:
 - a. by May 28, 2014, Designated Counsel, counsel for the Groman Plaintiffs, counsel for the GUC Trust and counsel for the Unitholders collectively, are to provide New GM with proposed stipulations of facts regarding the Threshold Issues;
 - b. by June 11, 2014, New GM is to respond to the parties set forth in Section 2(a) by stating which proposed fact stipulations can be agreed to and which cannot, and which additional proposed fact stipulations should be considered by such parties;
 - c. during the period from June 11, 2014 through and including June 30, 2014, New GM and the parties in Section 2(a) (collectively, the “**Counsel for the Identified Parties**”) are to “meet and confer” on the proposed fact stipulations and attempt to narrow any remaining fact issues that may exist;

⁴ For the avoidance of doubt, the issue of whether a claim asserted in the Ignition Switch Actions is timely and/or meritorious against the Old GM bankruptcy estate (and/or the GUC Trust) is not a Threshold Issue.

- d. by July 1, 2014, the parties are to deliver to this Court the agreed upon stipulations of facts, and jointly identify for this Court any facts that could not be stipulated to; and
 - e. a further status conference shall be held on July 2, 2014 at 9:45 a.m. (Eastern) ("July Conference") so that this Court can address any remaining disputes that may exist among the parties in respect of the Threshold Issues, including how such issues should affect further proceedings, either by way of authorizing limited discovery on such issues, or by adding other issues to the list of Threshold Issues, or by removing such issues from the list of Threshold Issues at that time. The briefing schedule for the Threshold Issues will be set at the July Conference.
3. With respect to the Fraud on the Court Threshold Issue, Counsel for the Identified Parties are to meet and confer to attempt to determine the appropriate scope of discovery for such issue. If, after good faith discussions among the Counsel for the Identified Parties they are unable to agree on the appropriate scope of discovery for the Fraud on the Court Threshold Issue, any of the Counsel for the Identified Parties shall be permitted to request that the Court remove the Fraud on the Court Threshold Issue from the list of Threshold Issues, and to defer the consideration of such issue until a later time, *provided, however*, that the Counsel for the Identified Parties are to jointly identify for the Court the area(s) of disagreement so that it can be reviewed by the Court and, if appropriate, addressed by the Court at the July Conference.
 4. This Order shall not interfere with the hearing scheduled for May 29, 2014 before the Judicial Panel on Multidistrict Litigation ("JPML") in *In re General Motors LLC Ignition Switch Litigation*, MDL 2543, and any order by the JPML regarding whether to consolidate and transfer the Ignition Switch Actions for coordinated or consolidated pretrial proceedings and, if so, the District Court and District Judge ("Transferee Court") before whom the Ignition Switch Actions will be centralized for that purpose.
 5. (a) Plaintiffs shall be given until May 23, 2014 to enter into voluntary stipulations with New GM [proposed addition intentionally omitted] staying all proceedings in their Ignition Switch Action against New GM (including General Motors Holdings LLC and/or General Motors Company) other than the JPML proceedings set forth in paragraph 4 above and, if the Transferee Court so chooses, proceedings in the Transferee Court for the appointment of plaintiff and defendant liaison counsel and the formation of a plaintiffs' steering committee or other committee of plaintiffs' counsel.⁵ The Order is without prejudice to the rights of any party to request that this Court stay the Plaintiff(s) from further proceedings before the Transferee Court or for any party to oppose such relief.

⁵ The issue of whether Plaintiffs may file a consolidated complaint in the Transferee Court shall be addressed at the July Conference.

(b) If a Plaintiff chooses not to enter into a voluntary stay stipulation, it shall be required to file a pleading in this Court by no later than May 27, 2014 setting forth why it should not be directed to stay its Ignition Switch Action (“**No Stay Pleading**”). New GM will file a response to the No Stay Pleading by June 13, 2014, and the Court shall hold a hearing on a date set by the Court. Nothing set forth in this Order shall change the burden of proof as to whether there has been a violation of the Sale Order and Injunction by Plaintiffs who do not enter into a voluntary stay stipulation. This Order is without prejudice to any party, after September 1, 2014, requesting that this Court modify the stay for cause shown, including based on any rulings in this case, or any perceived delay in the resolution of the Threshold Issues.

6. Counsel for the Identified Parties are to identify, prior to the July Conference, all issues (other than the issues identified in paragraph 1 hereof) that the Court will be asked to determine in connection with the Motion, the Objection and the Adversary Proceeding, and to state whether or not such issues are to be added to the list of Threshold Issues. Prior to the July Conference, Counsel for the Identified Parties are to “meet and confer” as to when any such issues are best decided.
7. Consideration of non-Threshold Issues shall be deferred to a later time, and all parties shall reserve their rights with respect to such issues.

ORDERED that to the extent reasonably practicable, Designated Counsel shall consult and coordinate with other bankruptcy counsel who have filed a notice of appearance on behalf of any Plaintiff(s) in connection with the matters set forth in paragraphs 2, 3 and 6 above.

ORDERED that nothing in this Order is intended to or shall preclude any other Plaintiff’s counsel from taking a position in connection with any of the matters set forth in paragraphs 2, 3 and 6 above, PROVIDED that any other counsel who wishes to be heard orally with respect to such position at the Conference on July 2 shall submit and electronically file, no later than noon on July 1, a letter to the Court (with copies to all Identified Parties) summarizing the points he or she will wish to make; and PROVIDED FURTHER that any counsel who has failed to do so will not be heard orally at the July 2 Conference.

ORDERED that this Court shall retain exclusive jurisdiction to interpret and enforce this

Order.

Dated: May 16, 2014
New York, New York

s/Robert E. Gerber
UNITED STATES BANKRUPTCY JUDGE

Exhibit C

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

LISA PHANEUF, ADAM SMITH, MIKE
GARCIA, JAVIER DELACRUZ, STEVE SILEO,
STEVEN BUCCI, DAVID PADILLA,
CATHERINE CABRAL and JOSEPH CABRAL,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

) **Case No. 1:14-cv-03298-JMF**

)

) **Honorable Jesse M. Furman**

)

)

) **STIPULATION STAYING ACTION**

)

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)

)

)

)

)

WHEREAS, the above-referenced plaintiff(s) ("**Plaintiff(s)**") commenced this action ("**Action**") against General Motors LLC ("**New GM**") seeking, among other things, economic damages against New GM related to an alleged defect in certain vehicles or parts, and the recall instituted by New GM with respect thereto;

WHEREAS, on April 21, 2014, New GM filed the *Motion of General Motors LLC Pursuant to 11 U.S.C. §§ 105 and 363 to Enforce the Court's July 5, 2009 Sale Order and Injunction* ("**Motion to Enforce**") in the United States Bankruptcy Court for the Southern District of New York ("**Bankruptcy Court**") asserting, *inter alia*, that (i) the Action violates the Order of the Bankruptcy Court, dated July 5, 2009 ("**Sale Order and Injunction**") approving the sale of substantially all of the assets from General Motors Corp. (n/k/a Motors Liquidation Company) ("**Old GM**") to New GM, and the injunction contained therein, and (ii) the Bankruptcy Court has exclusive jurisdiction to interpret and enforce the Sale Order and Injunction;

WHEREAS, the Plaintiffs oppose the Motion to Enforce;

WHEREAS, by Order of the Bankruptcy Court dated May 16, 2014 ("**Scheduling Order**"), the Bankruptcy Court established certain procedures to address the issues raised in the Motion to Enforce and the objections thereto. One of the procedures set forth in the Scheduling Order provides that the Plaintiff(s) shall be given until May 23, 2014 to enter into voluntary stipulations with New GM¹ for a stay of all proceedings in this Action against New GM;

WHEREAS, a hearing has been scheduled for May 29, 2014 before the Judicial Panel on Multidistrict Litigation ("**JPML**") in *In re General Motors LLC Ignition Switch Litigation*, MDL 2543, to determine whether to consolidate and transfer this Action and other similar actions

¹ For purposes of this Stipulation, New GM shall also include General Motors Holdings LLC and General Motors Company.

(collectively, the “**Ignition Switch Actions**”) for coordinated or consolidated pretrial proceedings and, if so, the District Court and District Judge (“**Transferee Court**”) before whom the Ignition Switch Actions will be centralized for that purpose; and

WHEREAS, subject to the terms hereof, and any further order of the Bankruptcy Court, the Plaintiff(s) have agreed to voluntarily stay this Action and any proceeding before the Transferee Court (except as set forth herein) pending a resolution by the Bankruptcy Court of the issues raised in the Motion to Enforce, and the objections thereto, or as otherwise set forth herein.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Plaintiff(s) and New GM (collectively, the “**Parties**”), as follows:

1. Subject to paragraph 6 hereof, the Parties have agreed to enter into this Stipulation to stay the Action against New GM, and that Plaintiff(s), subject to further order of the Bankruptcy Court, shall not seek to further prosecute this Action during the “Interval” against New GM. For purposes hereof, (a) the “**Interval**” shall commence on the date of this Stipulation and shall end 30 days after a Final Order(s) is entered resolving all issues raised in the Motion to Enforce, and (b) “**Final Order**” shall mean the entry of an order by the Bankruptcy Court, and the time period to file an appeal of such order has expired.

2. The Parties agree that this Stipulation shall not interfere with the hearing scheduled for May 29, 2014 before the JPML, and any order by the JPML regarding whether to consolidate and transfer the Ignition Switch Actions for coordinated or consolidated pretrial proceedings and, if so, the Transferee Court before whom the Ignition Switch Actions will be centralized for that purpose.

3. The Parties agree that if the JPML consolidates and transfers the Ignition Switch Actions to a Transferee Court, Plaintiff(s) will continue to abide by this Stipulation in the Transferee Court during the Interval, *provided, however*, that Plaintiffs may, if the Transferee Court so chooses, take such administrative actions relating to the appointment of plaintiff and defendant liaison counsel and forming a plaintiffs' steering committee or other committee of plaintiffs' counsel.²

4. This Stipulation is without prejudice to the rights of New GM to request that the Bankruptcy Court stay the Plaintiff(s) from any further proceedings before the Transferee Court, or for the Plaintiff(s) to oppose such relief.

5. The Parties agree that this Stipulation terminates when, and only to the extent that, the Bankruptcy Court grants relief from the stay of this Action as agreed to by this Stipulation; provided however if a plaintiff in a different Ignition Switch Action (as defined in the Motion to Enforce) does not sign a stipulation similar to this Stipulation, and prior to September 1, 2014 obtains a ruling from the Bankruptcy Court which permits that plaintiff to go forward in its Ignition Switch Action, the Plaintiff who signed this Stipulation reserves the right to promptly seek the same relief from the Bankruptcy Court as it applies to this Action but only if the same factual and/or legal predicate on which the other plaintiff obtained relief applies to the Plaintiff in this Action as it did to the plaintiff in the other Ignition Switch Action who obtained such relief.

6. Any Party may, after September 1, 2014, request that the Bankruptcy Court modify or terminate the stay agreed to herein for cause shown, including without limitation

² Pursuant to the Scheduling Order, the issue of whether a consolidated complaint can be filed in the Transferee Court shall be addressed at the conference scheduled to take place before the Bankruptcy Court on July 2, 2014 at 9:45 a.m.

based on any rulings by the Bankruptcy Court, or any perceived delay in the resolution of the Threshold Issues (as such term is defined in the Scheduling Order).

7. The Parties each agree to execute such documents as may be reasonably necessary to carry out the terms of this Stipulation.

8. The Parties each acknowledge that they have been represented by counsel, have jointly negotiated and prepared this Stipulation and are fully satisfied with its terms. In the event an ambiguity or question of intent or interpretation arises with respect to this Stipulation, this Stipulation shall be construed as if drafted by all Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Stipulation.

9. This Stipulation shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to the conflict of laws principles thereof.

10. This Stipulation constitutes the entire agreement and understanding between the Parties regarding the subject matter herein, and supersedes any Party's promises to or agreements with any other Party with respect to the subject matter herein. No waiver or modification of any term or condition contained herein shall be valid or binding unless in writing and executed by the Parties hereto.

11. Nothing set forth herein is intended to modify the terms of the Scheduling Order. If there are any inconsistencies or conflicts between the terms of this Stipulation and the terms of the Scheduling Order, the terms of the Scheduling Order shall control.

12. This Stipulation may be filed by either Party in the Action and in the Bankruptcy Court.

13. This Stipulation may be executed in counterparts, any of which may be transmitted by facsimile or e-mail transmission, and each of which shall be deemed an original.

DATED: May __, 2014

Respectfully submitted,

/s/ Lisa LeCointe-Cephas

Lisa LeCointe-Cephas (SBN 4478434)
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, NY 10022
Telephone: 215-446-4800
Facsimile: 215-446-4900
Email: lisa.lecointe-cephas@kirkland.com

Richard C. Godfrey, P.C. (to be admitted *pro hac vice*)
Robert B. Ellis, P.C. (to be admitted *pro hac vice*)
Andrew B. Bloomer, P.C. (to be admitted *pro hac vice*)
Leonid Feller (to be admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654-3406
Telephone: 312-862-2000
Facsimile: 312-862-2200
Email: rgodfrey@kirkland.com
Email: rellis@kirkland.com
Email: abloomer@kirkland.com
Email: leonid.feller@kirkland.com

Attorneys for Defendant General Motors LLC

DATED: May __, 2014

/s/ D. Greg Blankinship

D. Greg Blankinship
Todd S. Garber
FINKELSTEIN, BLANKINSHIP,
FREI-PEARSON & GARBER, LLP
1311 Mamaroneck Avenue
White Plains, NY 10605
Telephone: 914-298-3281
Facsimile: 914-824-1561
Email: gblankinship@fbfglaw.com
Email: tgarber@fbfglaw.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on May DD, 2014, a copy of the forgoing **STIPULATION STAYING ACTION** was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's system.

DATED: May , 2014

/s/ Lisa LeCointe-Cephas

Exhibit D

**UNITED STATES JUDICIAL PANEL
on
MULTIDISTRICT LITIGATION**

**IN RE: GENERAL MOTORS LLC
IGNITION SWITCH LITIGATION**

MDL No. 2543

TRANSFER ORDER

Before the entire Panel:* In two separate motions, plaintiffs in two actions have moved, pursuant to 28 U.S.C. § 1407, for coordinated or consolidated pretrial proceedings of this litigation in the Central District of California. This litigation currently consists of fifteen actions pending in six districts as listed on Schedule A.¹

All parties agree that centralization is warranted, but disagree about the most appropriate transferee district. Plaintiffs in more than 40 actions and potential tag-along actions have responded to the motions, and they variously argue in support of centralization² in the Central District of California, the Northern District of California, the Southern District of Florida, the Northern District of Illinois, the Southern District of Indiana, the Middle District of Louisiana, the Eastern District of Louisiana, the District of Massachusetts, the Eastern District of Michigan, the Eastern District of New York, the Southern District of New York, the Northern District of Ohio, the Western District of Oklahoma, the Eastern District of Pennsylvania, the Middle District of Pennsylvania, and the Southern District of Texas. Defendants General Motors LLC (General Motors) and Delphi Automotive PLC (Delphi) support centralization in the Southern District New York or, alternatively, the Eastern District of Michigan.

Each of the actions currently before the Panel asserts economic damages on behalf of certain classes and/or individuals stemming from an alleged defect in certain General Motors vehicles that causes the vehicle's ignition switch to move unintentionally from the "run" position to the "accessory" or "off" position, resulting in a loss of power, vehicle speed control, and braking, as well as a failure

* Certain Panel members who could be members of the putative classes in this docket have renounced their participation in these classes and have participated in the decision.

¹ The Panel has been notified of 74 related actions pending in 31 district courts. These and any other related actions are potential tag-along actions. See Panel Rules 1.1(h), 7.1 and 7.2.

² Plaintiff in one Western District of Missouri potential tag-along action responded requesting that transfer of her case be stayed pending resolution of a pending motion to remand. That action is not yet before the Panel, as it was not included in the initial Section 1407 motion for centralization. Plaintiff's arguments will be heard if and when the action is placed on a conditional transfer order.

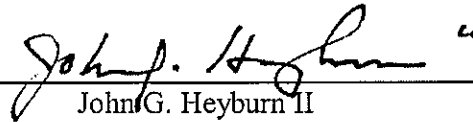
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of the vehicle's airbags to deploy.³ It is undisputed that the cases involve common questions of fact. Centralization under Section 1407 will eliminate duplicative discovery; prevent inconsistent pretrial rulings, including with respect to class certification; and conserve the resources of the parties, their counsel, and the judiciary.

The parties have suggested a number of able transferee districts and judges. We have settled upon the Southern District of New York as the most appropriate choice. The Southern District of New York is the site of the bankruptcies of both General Motors and Delphi. The Southern District of New York Bankruptcy Court already has been called upon by both General Motors and certain plaintiffs to determine whether the 2009 General Motors bankruptcy Sale Order prohibits plaintiffs' ignition switch defect lawsuits. Several judges in this district, including Judge Jesse M. Furman, have heard appeals related to General Motors' bankruptcy and, therefore, have some familiarity with the common defendant and its prior bankruptcy proceedings. Judge Furman is an experienced transferee judge with the ability to handle these complex proceedings expeditiously.

IT IS THEREFORE ORDERED that pursuant to 28 U.S.C. § 1407, the actions listed on Schedule A are transferred to the Southern District of New York and, with the consent of that court, assigned to the Honorable Jesse M. Furman for coordinated or consolidated pretrial proceedings in that district.

PANEL ON MULTIDISTRICT LITIGATION



John G. Heyburn II
Chairman

Marjorie O. Rendell
Lewis A. Kaplan
Ellen Segal Huvelle

Charles R. Breyer
Sarah S. Vance
R. David Proctor

³ At oral argument, various counsel represented that a number of personal injury actions also have been or may be soon filed that stem from the alleged ignition switch defect. The Panel has been notified of at least two potentially-related actions that allege personal injury or wrongful death claims. Since those actions are not before us now, we will not determine at this time whether their inclusion in centralized proceedings with the economic loss actions is appropriate. Any arguments regarding the inclusion of personal injury actions in centralized proceedings will be considered if and when the actions are placed on a conditional transfer order.

**IN RE: GENERAL MOTORS LLC
IGNITION SWITCH LITIGATION**

MDL No. 2543

SCHEDULE A

Central District of California

MARTIN PONCE v. GENERAL MOTORS LLC, ET AL., C.A. No. 2:14-02161
ESPERANZA RAMIREZ, ET AL. v. GENERAL MOTORS LLC, ET AL.,
C.A. No. 2:14-02344
DANIEL RATZLAFF, ET AL. v. GENERAL MOTORS LLC, C.A. No. 2:14-02424
SYLVIA BENTON v. GENERAL MOTORS LLC, C.A. No. 5:14-00590
KATIE MICHELLE MCCONNELL v. GENERAL MOTORS LLC, C.A. No. 8:14-00424
DEVORA KELLEY v. GENERAL MOTORS COMPANY, C.A. No. 8:14-00465
TELESO SATELE, ET AL. v. GENERAL MOTORS LLC, C.A. No. 8:14-00485
NICOLE HEULER v. GENERAL MOTORS LLC, C.A. No. 8:14-00492

Northern District of California

MACIEL, ET AL. v. GENERAL MOTORS, LLC, C.A. No. 4:14-01339

Northern District of Illinois

WOODWARD v. GENERAL MOTORS LLC, ET AL., C.A. No. 1:14-01877

Eastern District of Michigan

JAWAD v. GENERAL MOTORS LLC, C.A. No. 4:14-11151
JONES v. GENERAL MOTORS LLC, C.A. No. 4:14-11197

Middle District of Pennsylvania

SHOLLENBERGER v. GENERAL MOTORS, LLC, C.A. No. 1:14-00582

Southern District of Texas

BRANDT, ET AL. v. GENERAL MOTORS, LLC, C.A. No. 2:14-00079
SILVAS, ET AL. v. GENERAL MOTORS, LLC, C.A. No. 2:14-00089