

HEARING DATE AND TIME: July 2, 2014, at 9:45 a.m. (Eastern Time)
OBJECTION DEADLINE: June 25, 2014 at 5:00 p.m. (Eastern Time)

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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	

**NOTICE OF MOTION OF GENERAL MOTORS LLC TO ESTABLISH
STAY PROCEDURES FOR NEWLY-FILED IGNITION SWITCH ACTIONS**

PLEASE TAKE NOTICE that upon the annexed Motion, dated May 30, 2014 (the “**Motion**”), of General Motors LLC (“**New GM**”),¹ to establish Stay Procedures for newly-filed Ignition Switch Actions, all as more fully set forth in the Motion, a hearing will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 523 of the United States

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

Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, on **July 2, 2014 at 9:45 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-242 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), in accordance with General Order M-182 (which can be found at www.nysb.uscourts.gov), and served in accordance with General Order M-242, and on (i) King & Spalding LLP, 1185 Avenue of the Americas, New York, New York 10036 (Attn: Arthur Steinberg and Scott Davidson) and (ii) Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654 (Attn: Richard C. Godfrey, P.C. and Andrew B. Bloomer, P.C.), so as to be received no later than **June 25, 2014, at 5:00 p.m. (Eastern Time)** (the "**Objection Deadline**").

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

Dated: New York, New York
June 13, 2014

Respectfully submitted,

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Attorneys for General Motors LLC

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UNITED STATES BANKRUPTCY COURT
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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	

**MOTION BY GENERAL MOTORS LLC TO ESTABLISH
STAY PROCEDURES FOR NEWLY-FILED IGNITION SWITCH ACTIONS**

General Motors LLC ("**New GM**"), by its undersigned counsel, respectfully submits this motion ("**Motion**") to establish procedures for plaintiffs commencing Ignition Switch Actions¹ after the filing of the notice of settlement of the Scheduling Order² to enter into Stay Stipulations

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 The full title of the Scheduling Order is *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,*

or file No Stay Pleadings (to the extent they have not already done so). In support of this Motion, New GM states as follows:

PRELIMINARY STATEMENT

1. From the end of February, 2014 through the entry of the Scheduling Order, New GM was named in over 80 Ignition Switch Actions³ that seek economic loss damages against New GM relating to vehicles and/or parts manufactured and sold by Old GM. In response to these lawsuits, New GM filed its Motion to Enforce the Court's Sale Order and Injunction, which New GM contends bars most, if not all of, the claims asserted in the Ignition Switch Actions.

2. Given the large number of Plaintiffs involved, and in an effort to establish an orderly process for resolving the Motion to Enforce, New GM sought a conference with the Court to establish procedures that would govern the initial phase of these proceedings. The Court granted New GM's request for a conference, solicited comments from interested parties regarding an agenda for that conference, and held the conference on May 2, 2014 ("**Conference**").

3. At the Conference, various bankruptcy-related issues were discussed with the Court, and a general consensus was reached between New GM and counsel speaking on behalf

which was entered by the Court on May 16, 2014 ("**Scheduling Order**"). A copy of the Scheduling Order is annexed hereto as Exhibit "A."

³ A list of the Ignition Switch Actions as of the date the Motion to Enforce was filed was contained in Schedule 1 [Dkt. No. 12620-1] annexed to the Motion to Enforce. New GM expressly reserved the right to supplement the list of Ignition Switch Actions contained in Schedule 1 in the event additional Ignition Switch Actions were brought against New GM after the filing of the Motion to Enforce. *See* Motion to Enforce, p. 5 n.4. Since filing the Motion to Enforce, New GM has supplemented Schedule 1 three times (*i.e.*, on April 30, 2014 [Dkt. No. 12672], May 19, 2014 [Dkt. No. 12698], and June 2, 2014 [Dkt. No. 12719]). In addition, New GM also supplemented Schedule 2 [Dkt. No. 12620-2] attached to the Motion to Enforce (which sets forth sample allegations/causes of actions from the Ignition Switch Actions) on April 30, 2014 [Dkt. No. 12672-8], May 19, 2014 [Dkt. No. 12699], and June 2, 2014 [Dkt. No. 12720].

Simultaneously with filing this Motion, New GM is filing with the Court (i) a Fourth Supplement to Schedule 1 setting forth additional Ignition Switch Actions filed against New GM since the filing of the Third Supplement to Schedule 1, and (ii) a Fourth Supplement to Schedule 2 setting forth sample allegations/causes of action against New GM from Ignition Switch Actions filed since the filing of the Third Supplement to Schedule 2.

of the Plaintiffs that, as part of the process in which the Court would address bankruptcy-related issues, the Plaintiffs would either (i) agree to enter into a stipulation (“Stay Stipulation”) with New GM staying their individual Ignition Switch Actions, or (ii) file with the Court a “No Stay Pleading” (as defined in the Scheduling Order) setting forth why they believed their individual Ignition Switch Actions should not be stayed (collectively, the “Stay Procedures”). The Scheduling Order set specific time deadlines for compliance with these Stay Procedures, which have now passed.

4. Prior to the entry of the Scheduling Order, New GM was advised that Designated Counsel⁴ represented a majority of the Plaintiffs involved in the Ignition Switch Actions.⁵ After entry of the Scheduling Order, New GM negotiated a form of the Stay Stipulation with Designated Counsel and counsel who filed the Adversary Proceeding.⁶

5. On May 19, 2014, New GM circulated the agreed form of the Stay Stipulation to the Plaintiffs’ counsel know to New GM at the time.⁷

6. Since circulation of the Stay Stipulations, all of the Plaintiffs sent the Stay Stipulations have complied with the terms of the Scheduling Order by either executing a Stay Stipulation or filing with the Court a No Stay Pleading within the time frame set forth in the Scheduling Order. Specifically, as of the date of this Motion, (i) Plaintiffs in 87 out of 88

⁴ Designated Counsel are Brown Rudnick LLP, Caplin & Drysdale, Chartered, and Stutzman, Bromberg, Esserman & Plifka.

⁵ At the Conference, Designated Counsel indicated that they were speaking for a clear majority of the Plaintiffs, stating as follows: “Your Honor ought to know that with one outlier, and only one outlier that I’m aware of, the plaintiffs as a group are on the same page and intend, unless I or Elihu or Sander slip up, to allow one or the other of us to speak for the group, and I presume that outlier will speak for him or herself at an appropriate time.” Transcript of Conference, at 48:1-7; *see also id.* at 72:21-73:6 (“The plaintiffs are together, and with the exception of again one outlier on the issue of what ought to be part of the threshold and what not be part of the threshold, there’s not a plaintiff group that we’re aware of that isn’t prepared to have their interests in the first instance, represented by one of the three of us, with consultation with Ms. Cyganowski, subject, of course, [to] their ability to stand up and say, hey, they didn’t present my issue. But we have a commonality of position, a commonality of interest, and a desire to work collectively through these three lawyers.”).

⁶ Golenbock Eiseman Assor, Bell & Peskoe.

⁷ A copy of the body of the Stay Stipulation circulated to all Plaintiffs is annexed hereto as Exhibit “B.”

Ignition Switch Actions have agreed to enter into Stay Stipulations, and (ii) Plaintiffs in one Ignition Switch Action have filed a No Stay Pleading.⁸

7. Since the filing of the notice of settlement of the Scheduling Order and the supplemental schedules, additional Ignition Switch Actions have been filed against New GM. Plaintiffs in each of these newly filed Ignition Switch Actions have, to date, agreed to enter into Stay Stipulations. However, additional Ignition Switch Actions may be filed against New GM, and the plaintiffs in those newly-filed Actions may take the position that the Scheduling Order does not apply to them because their Actions were not commenced until after the Scheduling Order was noticed for settlement. In addition, until the Court resolves the issues underlying the No Stay Pleading, New GM may face deadlines in other courts relating to the improperly commenced Actions. A procedure needs to be put in place, similar to what already exists, for these newly filed Ignition Switch Actions and any such Actions to be filed in the future. Finally, on June 9, 2014, the Judicial Panel on Multidistrict Litigation issued a Transfer Order transferring the first 15 pending Ignition Switch Actions to the Southern District of New York, before the Honorable Jesse M. Furman.⁹

8. Accordingly, by this Motion, New GM seeks to establish Stay Procedures for newly-filed Ignition Switch Actions, whenever filed against New GM. The Scheduling Order, in all other respects, should also apply to such newly-filed Ignition Switch Actions.

BACKGROUND RELEVANT TO MOTION

9. Prior to the Conference, New GM met with Designated Counsel and each side shared their views as to what procedures should be put into place for efficient adjudication of the

⁸ Originally, two No Stay Pleadings were filed with the Court. One of the plaintiffs (Witherspoon) that filed a No Stay Pleading has subsequently entered into a Stay Stipulation. Accordingly, as of the date hereof, only one plaintiff group is prosecuting its No Stay Pleading. New GM has, or will be filing, a response to the No Stay Pleading.

⁹ A copy of the Transfer Order is annexed hereto as Exhibit "C."

Motion to Enforce. New GM also met with counsel who filed the Adversary Proceeding prior to the Conference for that same purpose.

10. As indicated in New GM's letter to the Court, dated April 30, 2014 ("New GM Letter"),¹⁰ regarding the Conference [Dkt. No. 12673], and Designated Counsel's letter in response thereto,¹¹ the parties were in substantial agreement regarding the Stay Procedures for the Ignition Switch Actions.¹² At the Conference, the Court noted this agreement, stating in one of its rulings the following:

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.

11. At the Conference, the Court directed Counsel for the Identified Parties (as defined in the Scheduling Order) 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, Counsel for the Identified Parties negotiated a consensual form of scheduling order, which was filed under a notice for settlement on all Plaintiffs then known to New GM on May 12, 2014, with a presentment date of May 15, 2014.

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

¹⁰ A copy of the New GM Letter is annexed hereto as Exhibit "D."

¹¹ A copy of Designated Counsel's letter is annexed hereto as Exhibit "E."

¹² Compare New GM Letter, p. 1 (Exhibit "D" hereto) with Blackline attached to Designated Counsel Letter, point 2 (Exhibit "E" hereto).

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.

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

14. The Court ultimately entered the Scheduling Order on May 16, 2014, in substantially the form presented by Counsel for the Identified Parties.¹³ After entry of the Scheduling Order, New GM drafted a form of the Stay Stipulation and solicited comments thereto from Designated Counsel and from 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 circulated that evening, by e-mail transmission, the Stay Stipulation to counsel for all Plaintiffs known to New GM at that time.

¹³ The Court added a few paragraphs at the end of the Scheduling Order to address certain comments raised in the Lowenstein Letter. These additional paragraphs have no bearing on the Stay Procedures.

15. Since circulating the Stay Stipulations, Plaintiffs in all of the Ignition Switch Actions have complied with the terms of the Scheduling Order with respect to the Stay Procedures, including Plaintiffs in six newly filed Ignition Switch Actions. It is anticipated that additional Ignition Switch Actions may be filed against New GM in the future.

RELIEF REQUESTED

16. By this Motion, New GM seeks to establish Stay Procedures for all additional Ignition Switch Actions that have been or may be filed against New GM.

17. Plaintiffs in such Actions should not be treated any differently from Plaintiffs in previously-filed Ignition Switch Actions merely because they filed their Actions at different times. Accordingly, New GM requests that the following procedures apply for such newly-filed Ignition Switch Actions:

- (i) Plaintiffs in such newly-filed Ignition Switch Actions shall have three (3) business days from receipt of a Stay Stipulation and Scheduling Order from counsel to New GM (a) to enter into a Stay Stipulation by executing same and returning it to New GM's counsel, or (b) to file a No Stay Pleading with the Court. The Court shall hold a hearing on any such No Stay Pleadings on a date to be set by the Court.
- (ii) If a plaintiff in any newly-filed Ignition Switch Action fails to either enter into a Stay Stipulation with New GM or file a No Stay Pleading with the Court within three (3) business days of receipt of a Stay Stipulation and Scheduling Order, the terms of the Stay Stipulation shall automatically be binding on such plaintiff.

17. The Scheduling Order should apply in all other respects to all plaintiffs who have filed an Ignition Switch Action, no matter when commenced against New GM.

NOTICE AND NO PRIOR REQUEST

18. Notice of this Motion has been provided to (i) Plaintiffs' counsel that negotiated the Scheduling Order and the Stay Stipulation, and (ii) counsel that commenced Ignition Switch Actions after the filing of the notice of settlement of the Scheduling Order (unless the plaintiff in

such Ignition Switch Action has previously executed a Stay Stipulation or filed a No Stay Pleading). New GM submits that such notice is sufficient and no other or further notice need be provided.

19. No prior request for the relief sought in this Motion has been made to this or any other Court.

WHEREFORE, New GM respectfully requests that this Court: (i) enter an order substantially in the form set forth as Exhibit "F" hereto, granting the relief sought herein; and (ii) 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,

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Attorneys for General Motors LLC

Exhibit A

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 B

[FORM OF STAY STIPULATION]

[CAPTION OF IGNITION SWITCH ACTION]

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;

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

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 (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.

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.

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 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.

<p>KIRKLAND & ELLIS LLP</p> <p>By: _____ Richard C. Godfrey, P.C. Andrew B. Bloomer, P.C. 300 North LaSalle Chicago, Illinois 60654</p> <p><i>Attorneys for General Motors LLC</i></p>	<p>[PLAINTIFF(S) COUNSEL]</p>
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Exhibit C

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.

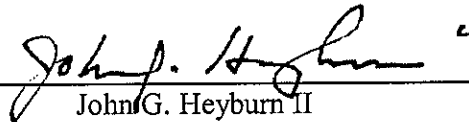
-2-

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

Exhibit D

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April 30, 2014

**VIA ECF FILING
AND OVERNIGHT DELIVERY**

The Honorable Robert E. Gerber
United States Bankruptcy Judge
United States Bankruptcy Court
Southern District of New York
Alexander Hamilton Custom House
One Bowling Green
New York, New York 10004

**Re: In re Motors Liquidation Company, et al.
Case No. 09-50026 (REG)**

**New GM'S Proposed Conference Agenda
Regarding its Motion to Enforce**

Dear Judge Gerber:

King & Spalding LLP is co-counsel with Kirkland & Ellis LLP for General Motors LLC ("**New GM**") in the above-referenced matter. In response to your April 22, 2014 Scheduling Order ("**April 22 Order**"), New GM respectfully advises the Court as follows:¹

By way of introduction, New GM very much appreciates the opportunity that the Court has given it (and all other parties) to express their views as to the agenda for the May 2, 2014 status conference. Earlier this week, New GM met with certain Plaintiffs' counsel, including Brown Rudnick LLP, Stutzman, Bromberg, Esserman & Plifka, PC, Caplin & Drysdale, Golenbock Eiseman Assor Bell & Peskoe, and Stutzman Treister & Glatt. At these meetings we shared our respective views to see if common ground could be reached before the status conference. From these meetings, New GM has a general sense as to how the majority of the Plaintiffs are prepared to proceed, and has taken that into account in preparing this agenda letter. Hopefully, with the Court's guidance, a clear path can be established to resolve the issues

¹ Capitalized terms not otherwise defined herein shall have the meaning 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*, dated April 21, 2014 ("**Motion to Enforce**").

Honorable Robert E. Gerber
April 30, 2014
Page 2

(“**Bankruptcy Related Issues**”) raised in and related to the Motion to Enforce, the *Objection to 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*, dated April 22, 2014 (the “**Ratzlaff Response**”), and the adversary proceeding commenced by certain Plaintiffs against New GM (Adv. Proc. No. 14-01929) (“**Adversary Proceeding**”).² New GM has given the following agenda topics careful consideration, has discussed same with counsel for certain Plaintiffs, and will be prepared to respond to any inquiries the Court may have regarding same, or other issues or concerns the Court may have, at the status conference.

1. Compliance with this Court’s Sale Order and Injunction. In the Motion to Enforce, New GM takes the position that the Ignition Switch Actions are in violation of the Sale Order and Injunction.³ New GM believes that Plaintiffs should be given 10 days to enter into voluntary stipulations with New GM staying all proceedings in their Ignition Switch Actions other than purely administrative, non-substantive matters, pending this Court’s ruling on the Bankruptcy Related Issues.⁴ If a Plaintiff chooses not to enter into a voluntary stay stipulation, it should be required to file a pleading in this Court by no later than May 25, 2014 as to 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 10, 2014, and the Court will hold a hearing thereon at a date to be agreed upon by the parties and the Court.

New GM submits that adherence to this procedure will ensure compliance with this Court’s Sale Order and Injunction, as well as promote efficiency, judicial economy, and an orderly administration to the adjudication of the Bankruptcy Related Issues.

² Plaintiffs in the Adversary Proceeding should have until May 14, 2014 to file any amendment as of right to the complaint, provided, however, that such amendment shall not affect the procedures that will be approved by the Court prior to such amendment.

³ Today, New GM filed a supplement to Schedule 1 to the Motion to Enforce, setting forth additional Ignition Switch Actions (“**Additional Ignition Switch Actions**”) that have been commenced against New GM since the finalization of Schedule 1 annexed to the Motion to Enforce. Counsel identified in the Additional Ignition Switch Actions have been served with (i) the Motion to Enforce, and the schedules and exhibits thereto, (ii) the April 22 Order, (iii) New GM’s letter to the Court, dated April 21, 2014, requesting the conference, and (iv) the notice of the conference. In addition, New GM filed today a supplement to Schedule 2 to the Motion to Enforce, which contains details respecting the Additional Ignition Switch Actions.

⁴ There is a separate proceeding pending before the Judicial Panel on Multidistrict Litigation (“**JPML**”) in *In re General Motors LLC Ignition Switch Litigation*, MDL 2543. The JPML has scheduled a hearing on May 29, 2014 to determine procedural issues such as consolidation and centralization of the Ignition Switch Actions pending in various federal districts. New GM and the Plaintiffs in the Adversary Proceeding have taken the position before the JPML that, given Old GM’s bankruptcy and New GM’s pending Motion to Enforce, and the Adversary Proceeding, the Ignition Switch Actions should be consolidated and centralized in the Southern District of New York. Other Plaintiffs have taken the position that the Southern District of New York, as well as other Federal Districts, would be satisfactory. New GM is not seeking to stay the JPML from acting, but otherwise reserves all of its rights relating to the Ignition Switch Actions after they are consolidated and centralized before a District Court.

Honorable Robert E. Gerber
April 30, 2014
Page 3

2. **Liaison Counsel for Plaintiffs.** As directed in the April 22 Order, the Plaintiffs appear to be trying to organize themselves. However, at this point, it is unclear if all Plaintiffs are on board with this process. New GM suggests, as contemplated by the April 22 Order, that formal liaison groups of Plaintiffs with the same or substantially similar positions, including the Plaintiffs listed in the Adversary Proceeding and the Plaintiffs supporting the Ratzlaff Response be formed in this bankruptcy proceeding on or before May 12, 2014,⁵ and that counsel for each liaison group file a notice with the Court on or before May 14, 2014, identifying the members of the liaison group and their contact information. Plaintiffs that are not represented by any liaison group should file a letter with the Court by May 16, 2014 explaining why they believe no liaison group can adequately represent their interests. These issues will be further addressed at the June Conference (as defined below).

3. **Threshold Issues to be Addressed by the Bankruptcy Court.** From a review of the Ratzlaff Response and the complaint filed in the Adversary Proceeding, the following issues have been raised that New GM and certain of the Plaintiffs believe are threshold issues that should be addressed first by the Bankruptcy Court: (i) whether the Plaintiffs' right to procedural due process allegedly was violated by Old GM in connection with the notice given of the 363 Sale, (ii) whether Old GM allegedly committed a fraud on the Court during the Sale Process in June and July 2009 by not notifying the Court and other parties of the alleged issues regarding the ignition switch or whether relief is justified under FRCP 60(d)(1) in light of these allegations, and (iii) assuming a violation of either (i) or (ii), whether a remedy permissibly can/should be fashioned against New GM as a result of such violations by Old GM (collectively, the "**Threshold Issues**").⁶ Other Bankruptcy Related Issues, not encompassed by the Threshold Issues, should be addressed by the Bankruptcy Court after the resolution of the Threshold Issues.⁷

New GM and certain Plaintiffs believe that the Threshold Issues should be addressed by the following procedure:⁸ (i) by June 2, 2014, the Plaintiffs, collectively, are to provide to New GM a proposed stipulation of facts regarding the Threshold Issues; (ii) by June 16, 2014, New GM is to respond to the Plaintiffs by stating which proposed facts can be agreed to and which cannot; (iii) during the period from June 16, 2014 through and including June 23, 2014, New GM and the Plaintiffs are to meet and confer on the proposed stipulation of facts to try and narrow any remaining issues that may exist, and to discuss whether appropriately-tailored discovery might be needed to resolve the Threshold Issues; and (iv) subject to the Court's

⁵ The MDL transferee court, if any, will address issues with respect to Plaintiffs' liaison groups in that proceeding, and the Plaintiffs will be subject to the procedures directed by that court.

⁶ The Threshold Issues will apply equally to the Motion to Enforce and the Adversary Proceeding and New GM's time to answer the complaint or reply to the Ratzlaff Objection shall be deemed extended without date, pending resolution of the Threshold Issues or further order of the Court.

⁷ All parties shall retain their rights to request that the Bankruptcy Court address certain other issues raised by the Motion to Enforce or Adversary Proceeding if it appears that the resolution of the Threshold Issues is taking longer than expected, provided however, that no party shall make such a request prior to September 1, 2014.

⁸ The dates set forth in this paragraph were requested by one group of Plaintiffs, and New GM agreed to such dates.

Honorable Robert E. Gerber
April 30, 2014
Page 4

schedule, a further status conference will be held during the week of June 23, 2014 (“**June Conference**”) so that the Court can address any remaining discovery-related issues that may exist among the parties. A briefing schedule for the Threshold Issues can be discussed at the June Conference when all parties will have a better understanding of the facts in dispute and the proposed discovery that will take place. At that time, the Plaintiffs will discuss whether they will file one brief, and the Court can address matters such as page limitations, *etc.*

4. **Pleadings Challenging Potential Discriminatory Treatment by New GM between Prepetition Accident Victims and Plaintiffs Seeking Economic Damages.** The Ratzlaff Response notes that pre-petition accident victims (a Retained Liability) were not made part of the Motion to Enforce. They raise the issue that New GM may try to discriminate between pre-petition accident victims and the Plaintiffs who seek economic damages for their Old GM vehicles, and assert that such discrimination by a purchaser of assets in a 363 Sale is impermissible as a matter of law (“**Discrimination Argument**”). New GM has publicly stated that it is presently exploring options with respect to pre-Sale accident victims.⁹ Accordingly, New GM believes that the Plaintiffs should decide by May 9, 2014 whether they intend to proceed with the Discrimination Argument. If the Plaintiffs decide to proceed with the Discrimination Argument, which New GM believes presents a pure issue of law, such argument should become a Threshold Issue, and will be addressed in the same manner as the other Threshold Issues.

5. **Plaintiffs’ Claims Against Old GM.** The Plaintiffs in the Adversary Proceeding and the Ratzlaff Response assert that they have been denied procedural due process because Old GM, after the 363 Sale, allegedly did not give them proper notice of the Bar Date to file unsecured claims. New GM cannot speak for Old GM or its General Unsecured Creditors Trust (which has appeared in this proceeding), but the schedule for this matter should incorporate a process to address issues related to potential claims against the bankruptcy estate relating to Plaintiffs’ allegations.

6. **Proceedings After the Threshold Issues are Resolved.** After the Court decides the Threshold issues, the parties should “meet and confer” over a 30 day period to discuss how to proceed in respect of the remaining Bankruptcy Related Issues. It is anticipated that such other Bankruptcy Related Issues will include whether the Sale Order and Injunction enjoins claims against New GM based on its alleged conduct in not issuing a recall for ignition switches in Old GM vehicles until calendar year 2014. The Court will hold a status conference after the 30 day “meet and confer” period to see what will be consensually proposed to the Court, and what disputed issues will need to be addressed by the Court.

7. **Other Comments:** New GM is flexible on most of the litigation dates proposed. New GM submits that the process that it has outlined will give the Court and the parties a clear path to identify and decide issues in an orderly, prompt and efficient manner.

⁹ As the Court may be aware, New GM has retained Kenneth Feinberg to advise it on how to approach personal injury compensation issues arising from the ignition switch recall.

Honorable Robert E. Gerber
April 30, 2014
Page 5

New GM reserves the right to respond to all suggestions raised by the Plaintiffs at the status conference.

Respectfully submitted,

/s/ Arthur Steinberg

Arthur Steinberg

AJS/sd

Exhibit E



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May 1, 2014

VIA ECF AND HAND DELIVERY

The Honorable Robert E. Gerber
United States Bankruptcy Judge
United States Bankruptcy Court
Southern District of New York
One Bowling Green
New York, New York 10004

Re: **In re Motors Liquidation Company, et al. (Case No. 09-50026 (REG))**

Response to New GM's Proposed Conference Agenda

Dear Judge Gerber:

On April 28, 2014, I, along with co-counsel Robinson Calcagnie Robinson Shapiro Davis, Inc. and Hagens Berman Sobol Shapiro, LLP, hosted a meeting of counsel for plaintiffs (collectively, "**Plaintiffs**") that have filed class action complaints against General Motors LLC ("**New GM**") relating to the ignition switch defect (the "**Ignition Switch Actions**"). Most, if not all, Plaintiffs were in attendance either in person or telephonically. At that meeting, Brown Rudnick, Stuzman, Bromberg, Esserman & Plifka, PC, and Caplin & Drysdale (collectively, "**Counsel**"), were designated by a majority of the Plaintiffs to meet with New GM that same day and to present to Your Honor at the court conference scheduled for tomorrow. At the meeting with counsel for New GM, we shared our respective views to see if common ground could be reached before tomorrow's court conference.

I write on behalf of Counsel and our respective Plaintiffs (the "**Responsive Plaintiffs**") in response to Your Honor's April 22, 2014 Scheduling Order [Docket No. 12627] and New GM's *Proposed Conference Agenda Regarding its Motion to Enforce*, dated April 30, 2014 [Docket No. 12673] ("**New GM's Letter**"). We provided New GM with our collective comments on New GM's Letter prior to its filing and this submission. We are in agreement with some aspects of the suggested conference agenda set forth in New GM's Letter. However, as set forth below, we disagree with New GM's inclusion of several proposed agenda items and New GM's characterization of several key issues to be addressed at the conference. For ease of reference, attached hereto as **Exhibit A** is Counsel's proposed agenda and a blackline comparison to New GM's proposed agenda.

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Honorable Robert E. Gerber
United States Bankruptcy Judge
May 1, 2014
Page 2

The substantive areas of disagreement between Responsive Plaintiffs and New GM are as follows:

- **Threshold Issue:** Responsive Plaintiffs view the threshold issue to be whether the Plaintiffs' right to procedural due process was violated by Old GM in connection with the Sale Order and Injunction and the notice given in connection therewith; and assuming such a violation, what is the proper result thereof and remedy pertaining thereto, including whether the Sale Order and the releases and injunctions contained therein, are thereby inapplicable to the Plaintiffs and unenforceable by New GM against the Plaintiffs (the "**Threshold Issue**").

The question of whether Old GM committed fraud on the Court during the sale process need not be reached if the Court determines the Threshold Issue in Plaintiffs' favor. It should be characterized as one of the Bankruptcy Related Issues (as defined in New GM's Letter) to be addressed by the Bankruptcy Court, if necessary, after the resolution of the Threshold Issue.

- **Compliance With Sale Order And Injunction:** Certain Plaintiffs believe that some of the Ignition Switch Actions, to the extent they relate to the conduct or actions of New GM are not subject to the Sale Order and Injunction. Nonetheless, in order to expedite resolution of the Sole Threshold Issue, such Plaintiffs would be agreeable to a limited voluntary stay of their Ignition Switch Actions pending the Court's ruling. If that resolution requires more time than is anticipated, such Plaintiffs may request that the Bankruptcy Court address certain other Bankruptcy Related Issues, except that no party shall make such a request prior to July 31, 2014.
- **Procedure For Resolution Of Threshold Issue:** Except as set forth above, the Responsive Plaintiffs are flexible on the various dates proposed by New GM for resolving the Threshold Issue. However, Plaintiffs' discovery tools should not be unduly restricted from the outset of this litigation. In addition to providing New GM with proposed stipulations of fact regarding the Threshold Issue, Plaintiffs should be authorized to submit requests for admission to New GM along the same schedule as proposed stipulations of fact.
- **Discrimination Argument And Plaintiffs' Claims Against Old GM:** Similar to the issue of whether Old GM committed fraud on the court, Responsive Plaintiffs view the Discrimination Argument and Plaintiffs' claims against Old GM as other Bankruptcy Related Issues to be addressed, if necessary, after the resolution of the Threshold Issue. Accordingly, these proposed agenda items should be removed from the May 2 conference agenda and can be addressed at future court conferences, if necessary.



Honorable Robert E. Gerber
United States Bankruptcy Judge
May 1, 2014
Page 3

- **Liaison Counsel For Plaintiffs:** As noted above, Counsel and Responsive Plaintiffs have worked to coordinate efforts in the spirit of Your Honor's April 22, 2014 scheduling order and case management orders in this case. A majority of Plaintiffs have designated Counsel as lead counsel for the May 2 conference. Counsel will endeavor to further continued coordination amongst Plaintiffs. The May 2 conference agenda should not include debate about the appropriate procedures for such coordination. If necessary, it can be addressed at a later conference.
- **JPML / MDL Proceedings:** In the New GM Letter, New GM acknowledges that it is not seeking to stay or otherwise interfere with the JPML from acting in determining whether transfer and pretrial consolidation or coordination pursuant to 28 U.S.C. § 1407 is appropriate for the federal court cases and, if so, where the MDL court will be located, but otherwise reserves its rights. New GM should confirm on the record at tomorrow's conference that it will not seek to impair the JPML proceeding scheduled for May 29, 2014 from going forward, including proceedings to select a MDL transferee judge and preliminary matters in the MDL court up to and including the filing of a consolidated amended complaint in the MDL.

Counsel reserves the right to respond to all suggestions raised by New GM and other interested parties at the status conference.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Edward S. Weisfelner', written in a cursive style with a long horizontal flourish extending to the right.

Edward S. Weisfelner

cc: Sander Esserman
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Arthur Steinberg
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Robin Greenwald
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EXHIBIT A

Proposed Agenda Topics for May 2, 2014 Conference

1. **Threshold Issue to be Addressed by the Bankruptcy Court.** From a review of the Motion to Enforce, Ratzlaff Response and the complaint filed in the Adversary Proceeding, the following issue has been raised that certain Plaintiffs believe is a threshold issue that should be addressed first by the Bankruptcy Court: (i) whether the Plaintiffs' right to procedural due process was violated by Old GM in connection with the Sale Order and the notice given in connection therewith, and (ii) assuming a violation of (i), whether a remedy can/should be fashioned against New GM as a result of such violations, including whether the Sale Order, and the releases and injunctions contained therein, are applicable to the Plaintiffs and enforceable by New GM against the Plaintiffs (the "**Threshold Issue**").¹ Other Bankruptcy Related Issues, not encompassed by the Threshold Issue, may need to be addressed by the Bankruptcy Court after the resolution of the Threshold Issue.²

Certain Plaintiffs and New GM believe that the Threshold Issue should be addressed by the following procedure pursuant to the following schedule:

- By May 12, 2014, the Plaintiffs, collectively, are to provide to New GM a proposed stipulation of facts / requests for admission regarding the Threshold Issue;
- By May 23, 2014, New GM is to respond to the Plaintiffs by stating which proposed facts / requests for admission can be agreed to and which cannot and objections thereto;
- During the period from May 26, 2014 through and including June 6, 2014, New GM and the Plaintiffs are to meet and confer on the proposed stipulation of facts / requests for admission to try and narrow any remaining issues that may exist, and to discuss whether narrowly-tailored discovery might be needed to resolve the Threshold Issue;
- Subject to the Court's schedule, a further status conference will be held during the week of June 9, 2014 ("**June Conference**") so that the Court can address any remaining discovery-related issues that may exist among the parties.

A briefing schedule for the Threshold Issue can be discussed at the June Conference when all parties will have a better understanding of the facts in dispute and the proposed discovery that will take place. At that time, the Plaintiffs will discuss whether they will file one brief, and the Court can address matters such as page limitations, *etc.*

¹ The Threshold Issue will apply equally to the Motion to Enforce and the Adversary Proceeding. The Adversary Proceeding will be held in abeyance pending resolution of the Threshold Issue.

² All parties shall retain their rights to request that the Bankruptcy Court address certain other issues raised by the Motion to Enforce, Ratzlaff Response or Adversary Proceeding if it appears that the resolution of the Threshold Issue is taking longer than expected, provided however, that no party shall make such a request prior to July 31, 2014.

2. **Compliance with this Court's Sale Order and Injunction.** In the Motion to Enforce, New GM takes the position that the Ignition Switch Actions are in violation of the Sale Order and Injunction. Certain of the Plaintiffs believe that some of the Ignition Switch Actions to the extent they relate to the conduct or actions of New GM are not the proper subject of the Sale Order and Injunction. New GM believes that Plaintiffs should be given 10 days to enter into voluntary stipulations with New GM staying all proceedings in their Ignition Switch Actions pending this Court's ruling on the Bankruptcy Related Issues.³ Certain Plaintiffs contend that any such voluntary stay, which, as agreed shall not interfere with the JPML proceedings or other matters before any MDL court, shall be subject to further proceedings before the Court, and Plaintiffs reserve their right to argue that certain Ignition Switch Actions, to the extent implicating the conduct or actions of New GM, are not properly subject to the Sale Order and Injunction. If a Plaintiff chooses not to enter into a voluntary stay stipulation, it should be required to file a pleading in this Court by no later than May 25, 2014 as to 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 10, 2014, and the Court will hold a hearing thereon at a date to be agreed upon by the parties and the Court.

3. **Proceedings After the Threshold Issue Is Resolved.** Before or after the Court decides the Threshold Issue, the parties should "meet and confer" over a 30 day period to discuss how to proceed in respect of the remaining Bankruptcy Related Issues, if any. It is anticipated that such other Bankruptcy Related Issues will include whether the Sale Order and Injunction enjoins claims against New GM based on its conduct, including in not issuing a recall for ignition switches in Old GM vehicles until calendar year 2014. The Court will hold a status conference after the 30 day "meet and confer" period to see what will be consensually proposed to the Court, and what disputed issues will need to be addressed by the Court.

4. **JPML and MDL Proceedings.** There is a separate proceeding pending before the Judicial Panel on Multidistrict Litigation ("**JPML**") in In re General Motors LLC Ignition Switch Litigation, MDL 2543. The JPML has scheduled a hearing on May 29, 2014 to determine procedural issues, pursuant to 28 U.S.C. § 1407, such as consolidation for pre-trial administration of the Ignition Switch Actions pending in various federal districts. New GM should confirm on the record its agreement that the JPML proceeding scheduled for May 29, 2014 should and will go forward, including proceedings to select a MDL judge and preliminary matters up to and including the filing of a consolidated amended complaint in the MDL.

5. **Other Comments:** Responsive Plaintiffs and New GM are flexible on most of the various dates proposed.

³ New GM is not seeking to stay the JPML from acting, but otherwise reserves all of its rights relating to the Ignition Switch Actions after they are consolidated and centralized before a District Court.

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~~1. **Compliance with this Court's Sale Order and Injunction.** In the Motion to Enforce, New GM takes the position that the Ignition Switch Actions are in violation of the Sale Order and Injunction.¹ New GM believes that Plaintiffs should be given 10 days to enter into voluntary stipulations with New GM staying all proceedings in their Ignition Switch Actions other than purely administrative, non-substantive matters, pending this Court's ruling on the Bankruptcy Related Issues.² If a Plaintiff chooses not to enter into a voluntary stay stipulation, it should be required to file a pleading in this Court by no later than May 25, 2014 as to 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 10, 2014, and the Court will hold a hearing thereon at a date to be agreed upon by the parties and the Court.~~

~~New GM submits that adherence to this procedure will ensure compliance with this Court's Sale Order and Injunction, as well as promote efficiency, judicial economy, and an orderly administration to the adjudication of the Bankruptcy Related Issues.~~

~~2. **Liaison Counsel for Plaintiffs.** As directed in the April 22 Order, the Plaintiffs appear to be trying to organize themselves. However, at this point, it is unclear if all Plaintiffs are on board with this process. New GM suggests, as contemplated by the April 22 Order, that formal liaison groups of Plaintiffs with the same or substantially similar positions, including the Plaintiffs listed in the Adversary Proceeding and the Plaintiffs supporting the Ratzlaff Response be formed in this bankruptcy proceeding on or before May 12, 2014,³ and that counsel for each liaison group file a notice with the Court on or before May 14, 2014, identifying the members of the liaison group and their contact information. Plaintiffs that are not represented by any liaison group should file a letter with the Court by May 16, 2014 explaining why they believe no liaison group can adequately represent their interests. These issues will be further addressed as the June Conference (as defined below).~~

¹ Today, New GM filed a supplement to Schedule 1 to the Motion to Enforce, setting forth additional Ignition Switch Actions ("**Additional Ignition Switch Actions**") that have been commenced against New GM since the finalization of Schedule 1 annexed to the Motion to Enforce. Counsel identified in the Additional Ignition Switch Actions have been served with (i) the Motion to Enforce, and the schedules and exhibits thereto, (ii) the April 22 Order, (iii) New GM's letter to the Court, dated April 21, 2014, requesting the conference, and (iv) the notice of the conference. In addition, New GM filed today a supplement to Schedule 2 to the Motion to Enforce, which contains details respecting the Additional Ignition Switch Actions.

² There is a separate proceeding pending before the Judicial Panel on Multidistrict Litigation ("**JPML**") in *In re General Motors LLC Ignition Switch Litigation*, MDL 2543. The JPML has scheduled a hearing on May 29, 2014 to determine procedural issues such as consolidation and centralization of the Ignition Switch Actions pending in various federal districts. New GM and the Plaintiffs in the Adversary Proceeding have taken the position before the JPML that, given Old GM's bankruptcy and New GM's pending Motion to Enforce, and the Adversary Proceeding, the Ignition Switch Actions should be consolidated and centralized in the Southern District of New York. Other Plaintiffs have taken the position that the Southern District of New York, as well as other Federal Districts, would be satisfactory. New GM is not seeking to stay the JPML from acting, but otherwise reserves all of its rights relating to the Ignition Switch Actions after they are consolidated and centralized before a District Court.

³ The MDL transferee court, if any, will address issues with respect to Plaintiffs' liaison groups in that proceeding, and the Plaintiffs will be subject to the procedures directed by that court.

1. ~~3.~~ Threshold Issues ~~Issue to be Addressed by the Bankruptcy Court.~~ From a review of the Motion to Enforce, Ratzlaff Response and the complaint filed in the Adversary Proceeding, the following issues have been raised that New GM and certain of the Plaintiffs believe are threshold issues that should be addressed first by the Bankruptcy Court: (i) whether the Plaintiffs' right to procedural due process was allegedly violated by Old GM in connection with the Sale Order and the notice given of the 363 Sale, (ii) whether Old GM allegedly committed a fraud on the Court during the Sale Process in June and July 2009 by not notifying the Court and other parties of the alleged issues regarding the ignition switch or whether relief is justified under FRCP 60(d)(1) in light of these allegations in connection therewith, and (iii) assuming a violation of either (i) or (ii), whether a remedy permissibly can/should be fashioned against New GM as a result of such violations, including whether the Sale Order, and the releases and injunctions contained therein, are applicable to the Plaintiffs and enforceable by ~~Old~~ New GM (collectively, against the Plaintiffs (the "Threshold Issues")).⁴¹ Other Bankruptcy Related Issues, not encompassed by the Threshold Issues, ~~should~~ may need to be addressed by the Bankruptcy Court after the resolution of the Threshold Issues.⁵²

~~New GM and Certain Plaintiffs and New GM~~ believe that the Threshold Issues should be addressed by the following procedure pursuant to the following schedule:⁶ (i)

- ~~By June 2~~ May 12, 2014, the Plaintiffs, collectively, are to provide to New GM a proposed stipulation of facts / requests for admission regarding the Threshold Issues; (ii)
- ~~By June 16~~ May 23, 2014, New GM is to respond to the Plaintiffs by stating which proposed facts / requests for admission can be agreed to and which cannot and objections thereto; (iii)
- During the period from ~~June 16~~ May 26, 2014 through and including ~~June 23~~ June 30, 2014, New GM and the Plaintiffs are to meet and confer on the proposed stipulation of facts / requests for admission to try and narrow any remaining issues that may exist, and to discuss whether ~~appropriately tailored~~ narrowly-tailored discovery might be needed to resolve the Threshold Issues; and (iv)
- Subject to the Court's schedule, a further status conference will be held during the week of ~~June 23~~ June 29, 2014 ("June Conference") so that the Court can address any remaining discovery-related issues that may exist among the parties.

⁴¹ The Threshold Issues will apply equally to the Motion to Enforce and the Adversary Proceeding ~~and New GM's time to answer the complaint or reply to the Ratzlaff Objection shall be deemed extended without date.~~ The Adversary Proceeding will be held in abeyance pending resolution of the Threshold Issues or further order of the Court.

⁵² All parties shall retain their rights to request that the Bankruptcy Court address certain other issues raised by the Motion to Enforce, Ratzlaff Response or Adversary Proceeding if it appears that the resolution of the Threshold Issues is taking longer than expected, provided however, that no party shall make such a request prior to ~~September 1~~ July 31, 2014.

⁶ The dates set forth in this paragraph were requested by one group of Plaintiffs, and New GM agreed to such dates.

A briefing schedule for the Threshold Issues~~Issue~~ can be discussed at the June Conference when all parties will have a better understanding of the facts in dispute and the proposed discovery that will take place. At that time, the Plaintiffs will discuss whether they will file one brief, and the Court can address matters such as page limitations, *etc.*

2. Compliance with this Court's Sale Order and Injunction. In the Motion to Enforce, New GM takes the position that the Ignition Switch Actions are in violation of the Sale Order and Injunction. Certain of the Plaintiffs believe that some of the Ignition Switch Actions to the extent they relate to the conduct or actions of New GM are not the proper subject of the Sale Order and Injunction. New GM believes that Plaintiffs should be given 10 days to enter into voluntary stipulations with New GM staying all proceedings in their Ignition Switch Actions pending this Court's ruling on the Bankruptcy Related Issues.³ Certain Plaintiffs contend that any such voluntary stay, which, as agreed shall not interfere with the JPML proceedings or other matters before any MDL court, shall be subject to further proceedings before the Court, and Plaintiffs reserve their right to argue that certain Ignition Switch Actions, to the extent implicating the conduct or actions of New GM, are not properly subject to the Sale Order and Injunction. If a Plaintiff chooses not to enter into a voluntary stay stipulation, it should be required to file a pleading in this Court by no later than May 25, 2014 as to 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 10, 2014, and the Court will hold a hearing thereon at a date to be agreed upon by the parties and the Court.

4. Pleadings Challenging Potential Discriminatory Treatment by New GM between Prepetition Accident Victims and Plaintiffs Seeking Economic Damages. The Ratzlaff Response notes that pre-petition accident victims (a Retained Liability) were not made part of the Motion to Enforce. They raise the issue that New GM may try to discriminate between pre-petition accident victims and the Plaintiffs who seek economic damages for their Old GM vehicles, and assert that such discrimination by a purchaser of assets in a 363 Sale is impermissible as a matter of law ("Discrimination Argument"). New GM has publicly stated that it is presently exploring options with respect to pre-Sale accident victims.⁷ Accordingly, New GM believes that the Plaintiffs should decide by May 9, 2014 whether they intend to proceed with the Discrimination Argument. If the Plaintiffs decide to proceed with the Discrimination Argument, which New GM believes presents a pure issue of law, such argument should become a Threshold Issue, and will be addressed in the same manner as the other Threshold Issues.

5. Plaintiffs' Claims Against Old GM. The Plaintiffs in the Adversary Proceeding and the Ratzlaff Objection assert that they have been denied procedural due process because Old GM, after the 363 Sale, allegedly did not give them proper notice of the Bar Date to file unsecured claims. New GM cannot speak for Old GM or its General Unsecured Creditors Trust (which has appeared in this proceeding), but the schedule for this matter should incorporate a process to address issues related to potential claims against the bankruptcy estate relating to Plaintiffs' allegations.

³ New GM is not seeking to stay the JPML from acting, but otherwise reserves all of its rights relating to the Ignition Switch Actions after they are consolidated and centralized before a District Court.

⁷ As the Court may be aware, New GM has retained Kenneth Feinberg to advise it on how to approach personal injury compensation issues arising from the ignition switch recall.

3. ~~6. Proceedings After the Threshold Issues are~~Issue Is Resolved. Before or after the Court decides the Threshold ~~issues~~Issue, the parties should “meet and confer” over a 30 day period to discuss how to proceed in respect of the remaining Bankruptcy Related Issues, if any. It is anticipated that such other Bankruptcy Related Issues will include whether the Sale Order and Injunction enjoins claims against New GM based on its ~~alleged~~ conduct, including in not issuing a recall for ignition switches in Old GM vehicles until calendar year 2014. The Court will hold a status conference after the 30 day “meet and confer” period to see what will be consensually proposed to the Court, and what disputed issues will need to be addressed by the Court.

4. JPML and MDL Proceedings. There is a separate proceeding pending before the Judicial Panel on Multidistrict Litigation (“JPML”) in In re General Motors LLC Ignition Switch Litigation, MDL 2543. The JPML has scheduled a hearing on May 29, 2014 to determine procedural issues, pursuant to 28 U.S.C. § 1407, such as consolidation for pre-trial administration of the Ignition Switch Actions pending in various federal districts. New GM should confirm on the record its agreement that the JPML proceeding scheduled for May 29, 2014 should and will go forward, including proceedings to select a MDL judge and preliminary matters up to and including the filing of a consolidated amended complaint in the MDL.

5. 7. Other Comments: Responsive Plaintiffs and New GM isare flexible on most of the ~~litigation~~various dates proposed. ~~New GM submits that the process that it has outlined will give the Court and the parties a clear path to identify and decide issues in an orderly, prompt and efficient manner.~~



Exhibit F

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**ORDER GRANTING MOTION OF GENERAL
MOTORS LLC TO ESTABLISH STAY PROCEDURES
FOR NEWLY-FILED IGNITION SWITCH ACTIONS**

Upon the Motion, dated June 13, 2014 (“**Motion**”), of General Motors LLC (“**New GM**”),¹ to establish Stay Procedures for newly-filed Ignition Switch Actions; and due and proper notice of the Motion having been provided to counsel for the Plaintiffs that negotiated the Scheduling Order and the Stay Stipulation, and counsel for plaintiffs who have filed Ignition Switch Actions after the filing of the notice of settlement of the Scheduling Order who have not entered into Stay Stipulations or filed No Stay Pleadings, and it appearing that no other or further notice need be given; and a hearing (the “**Hearing**”) having been held with respect to the Motion on July 2, 2014; and upon the record of the Hearing, the Court having found and determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore, it is hereby

ORDERED that the Motion is GRANTED as set forth herein; and it is further

ORDERED that the following procedures shall apply to all Ignition Switch Actions commenced after the filing of the notice of settlement of the Scheduling Order (unless the

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

plaintiff in such Ignition Switch Action has previously executed a Stay Stipulation or filed a No Stay Pleading):

- (i) Plaintiffs in any Ignition Switch Action commenced after the filing of the notice of settlement of the Scheduling Order shall have three (3) business days from receipt of a Stay Stipulation and Scheduling Order from counsel to New GM (a) to enter into a Stay Stipulation by executing same and returning it to New GM's counsel, or (b) to file a No Stay Pleading with the Court. The Court shall hold a hearing on any such No Stay Pleadings on a date to be set by the Court;
- (ii) If a plaintiff in any such Ignition Switch Action fails to either enter into a Stay Stipulation with New GM or file a No Stay Pleading with the Court within three (3) business days of receipt of a Stay Stipulation and Scheduling Order, the terms of the Stay Stipulation shall automatically be binding on such plaintiff; and
- (iii) The Scheduling Order shall apply in all other respects to all plaintiffs who have filed an Ignition Switch Action, no matter when commenced against New GM; and it is further

ORDERED that the Bankruptcy Court shall retain exclusive jurisdiction to interpret and enforce this Order.

Dated: _____, 2014
New York, New York

UNITED STATES BANKRUPTCY JUDGE