

PRESENTMENT DATE AND TIME: September 17, 2014 at 12:00 noon (Eastern Time)
OBJECTION DATE AND TIME: September 17, 2014 at 11:30 a.m. (Eastern Time)

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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		

**NOTICE OF PRESENTMENT OF ORDER GRANTING
APPLICATION BY GENERAL MOTORS LLC TO
ENFORCE THE COURT'S JULY 8, 2014 ORDER ESTABLISHING
STAY PROCEDURES FOR NEWLY-FILED IGNITION
SWITCH ACTIONS AS IT APPLIES TO ERIN E. KANDZIORA**

PLEASE TAKE NOTICE that, based on the annexed Application, dated September 12, 2014 ("Application"), the proposed *Order Granting Application By General Motors LLC To Enforce The Court's July 8, 2014 Order Establishing Stay Procedures For Newly-Filed Ignition Switch Actions as it Applies to Erin E. Kandziora*, a copy of which is annexed to the Application as Exhibit "H," will be presented for signature and entry to the Honorable Robert E. Gerber,

United States Bankruptcy Judge, in Room 523 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004 on **September 17, 2014 at 12:00 noon (Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that objections or proposed counter-orders must be made in writing and 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, Esq.); and (ii) Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654 (Attn: Richard C. Godfrey, Esq.), so as to be received no later than **September 17, 2014, at 11:30 a.m. (Eastern Time) ("Objection Deadline")**.

PLEASE TAKE FURTHER NOTICE that if an objection is timely filed before the Objection Deadline, the Court may schedule a hearing thereon at a date and time to be determined, if it believes such hearing is necessary under the circumstances.

Dated: New York, New York
September 12, 2014

Respectfully submitted,

/s/ Arthur Steinberg
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Attorneys for General Motors LLC

enjoined from further prosecuting the Kandziora Ignition Switch Action² until further Order of this Court. In support of this Application, New GM respectfully represents as follows:

PROCEDURE

1. New GM is proceeding by way of notice of presentment because the relief requested herein already has been granted pursuant to the July Stay Procedures Order. New GM is seeking an order that is specific to Kandziora to avoid any ambiguity that if she continues to litigate the Kandziora Ignition Switch Action she will be in violation of this Court's Order. The time period provided by the notice of settlement to object to the proposed order is sufficient for Kandziora to decide whether she will comply with this Court's Order. Essentially, New GM is giving Kandziora one last opportunity to comply with orders of this Court before seeking further relief (including appropriate sanctions) for violations of this Court's Orders.

BACKGROUND

2. From the end of February, 2014 through the date hereof, New GM has been named in over 100 Ignition Switch Actions that seek economic 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 Ignition Switch Motion to Enforce, which New GM contends bars most, if not all of, the claims asserted in the Ignition Switch Actions.

3. 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, and the Court held a conference on May 2, 2014 ("**May Conference**").

4. At the May Conference, there was a general consensus reached between New GM and counsel speaking on behalf of almost all Plaintiffs that, as part of the process in which the

² 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* ("**Ignition Switch Motion to Enforce**"), dated April 21, 2014 [Dkt. No. 12620].

Court would address bankruptcy-related issues, Plaintiffs would either (i) voluntarily enter into a stipulation (“**Stay Stipulation**”) with New GM staying the plaintiff’s individual Ignition Switch Action, or (ii) file a pleading (“**No Stay Pleading**”) with this Court explaining why a plaintiff’s individual Ignition Switch Action should not be stayed (collectively, the “**Stay Procedures**”). The Stay Procedures were set forth in a Scheduling Order entered by the Court on May 16, 2014 (“**May Scheduling Order**”).³ After entry of the May Scheduling Order, New GM negotiated a form of the Stay Stipulation with, among others, Designated Counsel.⁴ Most Plaintiffs entered into Stay Stipulations with New GM. Two Plaintiffs in Ignition Switch Actions commenced before the May Scheduling Order filed No Stay Pleadings; the relief requested in each was denied by the Court.

5. A number of additional Ignition Switch Actions continued to be filed against New GM after the May Scheduling Order. Accordingly, on June 13, 2014, New GM sought entry of a supplemental Stay Procedures Order to establish Stay Procedures for newly-filed actions, which the Court approved on July 8, 2014. The July Stay Procedures Order provides that “[i]f 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 [the May] Scheduling Order, the terms of the Stay Stipulation shall automatically be binding on such plaintiff[.]”

6. Since entry of the July Stay Procedures Order, with the single exception of *Kandziora*, every Plaintiff in a newly-filed Ignition Switch Action has complied with the terms of the July Stay Procedures Order by either executing a Stay Stipulation or timely filing with the

³ A copy of the May Scheduling Order is annexed hereto as Exhibit “B.”

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

Court a No Stay Pleading.⁵ The *only* Plaintiff that has not complied with the Stay Procedures is Kandziora.

7. Kandziora was listed as a Plaintiff in New GM's Fifth Supplements to Schedule 1 and 2 (collectively "**Fifth Supplements**")⁶ filed with the Court on July 21, 2014, and counsel for Kandziora was served with the Fifth Supplements on that same date.⁷ Thereafter, counsel for Kandziora was sent by e-mail correspondence⁸ on July 28, 2014 copies of the May Scheduling Order, July Stay Procedures Order and form Stay Stipulation. In the e-mail correspondence, counsel for New GM explained the Stay Procedures and informed counsel for Kandziora that if it did not wish to execute a Stay Stipulation, they had to file a No Stay Pleading by July 30, 2014.

8. However, despite being sent detailed correspondence (and all relevant documents) explaining the Stay Procedures, and after receiving one final notice on September 11, 2014⁹ regarding their failure to comply with the Stay Procedures, Kandziora has failed or refused to comply with the Stay Procedures and has continued to prosecute her Ignition Switch Action. To the contrary, Kandziora has continued to litigate her claims in the Eastern District of Wisconsin, including filing a motion to remand on August 4, 2014, and opposing New GM's motion to stay in that case.¹⁰ A status conference in that Action has recently been scheduled for September 17, 2014.¹¹

⁵ The *Sesay* and Orange County No Stay Pleadings are currently pending before the Court. Except for Kandziora, all other plaintiffs with newly-filed Ignition Switch Actions entered into Stay Stipulations.

⁶ Copies of the Fifth Supplements are annexed hereto collectively as Exhibit "C."

⁷ A copy of the certificate of service indicating that counsel for Kandziora was served with the Fifth Supplements is annexed hereto as Exhibit "D."

⁸ A copy of the e-mail correspondence to counsel for Kandziora is annexed hereto as Exhibit "E."

⁹ A copy of New GM's letter to counsel for Kandziora, dated September 11, 2014, is annexed hereto as Exhibit "F."

¹⁰ A copy of the docket in *Kandziora v. General Motors LLC et al.*, No. 14-00801 (E.D. Wisc) is annexed hereto as Exhibit "G."

¹¹ New GM has refrained from seeking Court intervention until this time because nothing of substance has taken place in the Kandziora Ignition Switch Action. However, given the recent scheduling of the status conference

ARGUMENT

9. By this Application, New GM seeks an order confirming that Kandziora is bound to the terms of the Stay Stipulation, as if she had signed it. Kandziora and her counsel have had an ample opportunity to file a No Stay Pleading if she did not want to enter into a Stay Stipulation. Instead, she simply has ignored the July Stay Procedures Order and New GM's correspondence regarding same. Kandziora should not be afforded an advantage over all of the other Plaintiffs who complied with the May Scheduling Order and the July Stay Procedures Order.

10. As stated in the Ignition Switch 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. The settled principles of *Celotex* required Kandziora to seek relief from the Sale Order and Injunction in this Court, prior to commencing her Ignition Switch Action. At a minimum, she was required to file a timely No Stay Pleading explaining why her Ignition Switch Action was not stayed. She did neither.

11. Moreover, it is well settled that a "Bankruptcy Court plainly ha[s] jurisdiction to interpret and enforce its own prior orders." *See Travelers Indem. Co. v. Bailey*, 557 U.S. 137,

in that case, and Kandziora's refusal to comply with the July Stay Procedures Order, New GM was forced to seek Court intervention at this time.

151 (2009); *In re Wilshire Courtyard*, 729 F.3d 1279, 1290 (9th Cir. 2013); *In re Cont'l Airlines, Inc.*, 236 B.R. 318, 326 (Bankr. D. Del. 1999); *U.S. Lines, Inc. v. GAC Marine Fuels, Ltd. (In re McClean Indus., Inc.)*, 68 B.R. 690, 695 (Bankr. S.D.N.Y. 1986) (“[a]ll courts, whether created pursuant to Article I or Article III, have inherent contempt power to enforce compliance with their lawful orders. The duty of any court to hear and resolve legal disputes carries with it the power to enforce the order.”).

12. In addition, Section 105(a) of the Bankruptcy Code provides that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out” the Bankruptcy Code’s provisions, and this section “codif[ies] the bankruptcy court’s inherent power to enforce its own orders.” *Back v. LTV Corp. (In re Chateaugay Corp.)*, 213 B.R. 633, 640 (S.D.N.Y. 1997); 11 U.S.C. § 105(a). Consistent with these authorities, this Court retained subject matter jurisdiction to enforce its July Stay Procedures Order.

13. The terms of the July Stay Procedures Order are clear. Kandziora’s failure to comply with the July Stay Procedures Order necessitated the filing of this Application.

14. Accordingly, New GM requests that the Court enforce the July Stay Procedures Order against Kandziora by confirming that the terms of the Stay Stipulation are binding on her, and that she is preliminarily enjoined from further prosecuting the Kandziora Ignition Switch Action until entry of a further Order of this Court. If Kandziora fails to comply with this Order, New GM reserves the right to seek contempt sanctions.

NOTICE

15. Notice of this Application has been provided to (i) counsel for Kandziora, (ii) Designated Counsel, (iii) counsel for the *Groman* Plaintiffs, (iv) counsel for the GUC Trust, and (v) counsel for certain GUC Trust Unitholders. New GM submits that such notice is sufficient and no other notice need be provided.

WHEREFORE, New GM respectfully requests that this Court enter an order substantially in the form set forth as Exhibit "H" hereto, granting the relief sought herein, and such other and further relief as the Court may deem just and proper.

Dated: New York, New York
September 12, 2014

Respectfully submitted,

/s/ Arthur Steinberg

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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, 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: New York, New York
July 8, 2014

s/ Robert E. Gerber
UNITED STATES BANKRUPTCY JUDGE

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

Dated: New York, New York
July 21, 2014

Respectfully submitted,

/s/ Scott I. Davidson
Arthur Steinberg
Scott Davidson
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Attorneys for General Motors LLC

FIFTH SUPPLEMENT¹ TO SCHEDULE "1"
CHART OF ADDITIONAL IGNITION SWITCH ACTIONS
COMMENCED SINCE THE FILING OF NEW GM'S
FOURTH SUPPLEMENT TO SCHEDULE "1" TO MOTION TO ENFORCE

	<u>Name</u>	<u>Class Models</u>	<u>Plaintiffs' Model</u>	<u>Court</u>	<u>Filing Date</u>
1	Johnson ² (Class Action)	Various models from 2003 to 2011	2007 Chevy Cobalt	Southern District of Mississippi 3:14-cv-00477	6/18/14
2	Corbett ³ (Class Action)	Various models from 2003 to 2014	2006 Pontiac Solstice 2009 Chevy Cobalt	Eastern District of North Carolina 7:14-cv-00139	7/01/14
3	Kluessendorf ⁴ (Class Action)	Various models from 2003 to 2011	2009 Chevy Cobalt	Southern District of New York 14-cv-05035	7/03/14
4	Kandziora ⁵	N/A	2010 Chevy Cobalt	State of Wisconsin, Circuit Court, Milwaukee County 14-cv-004836	7/05/14
5	Ibanez ⁶ (Class Action)	Various models from 1999 to 2011	2006 Chevy Cobalt	Central District of California 2:14-cv-05238	7/07/14

¹ This schedule supplements the Fourth Supplement to Schedule "1" [Dkt. No. 12722] filed with the Bankruptcy Court on June 13, 2014, the Third Supplement to Schedule "1" [Dkt. No. 12719] filed with the Bankruptcy Court on June 2, 2014, the Second Supplement to Schedule "1" [Dkt. No. 12698] filed with the Bankruptcy Court on May 19, 2014, the Supplement to Schedule "1" [Dkt. No. 12672] filed with the Bankruptcy Court on April 30, 2014, and Schedule "1" [Dkt. No. 12620-1] filed with 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* on April 21, 2014 [Dkt. No. 12620].

² A copy of the complaint filed in the Johnson Action is attached hereto as Exhibit "A."

³ A copy of the complaint filed in the Corbett Action is attached hereto as Exhibit "B."

⁴ A copy of the complaint filed in the Kluessendorf Action is attached hereto as Exhibit "C."

⁵ A copy of the complaint filed in the Kandziora Action is attached hereto as Exhibit "D."

⁶ A copy of the complaint filed in the Ibanez Action is attached hereto as Exhibit "E."

6	Turpyn ⁷ (Class Action)	Various Models from 1997 to 2014	2006 Chevy HHR	Southern District of New York 14-cv-5328	7/16/14
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⁷ A copy of the complaint filed in the Turpyn Action is attached hereto as Exhibit "F."

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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		

**NOTICE OF FILING OF FIFTH SUPPLEMENT TO
SCHEDULE "2" TO 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**

PLEASE TAKE NOTICE that on July 21, 2014, General Motors LLC filed the attached *Fifth Supplement to Schedule "2" to 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* with the United States Bankruptcy Court for the Southern District of New York.

Dated: New York, New York
July 21, 2014

Respectfully submitted,

/s/ Scott I. Davidson

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FIFTH SUPPLEMENT¹ TO SCHEDULE “2”

SAMPLE ALLEGATIONS/CAUSES OF ACTION IN IGNITION SWITCH COMPLAINTS FILED AFTER THE FILING OF NEW GM’S FOURTH SUPPLEMENT TO SCHEDULE “2” TO MOTION TO ENFORCE²

<u>Lead Plaintiff</u>	<u>Allegations</u>
Corbett	<p>“Because Defendant acquired and operated Old GM and ran it as a continuing business enterprise, and because Defendant was aware from its inception of the ignition switch defects in the Defective Vehicles, Defendant is liable independently and through successor liability for the improper acts and omissions of Old GM, as alleged in this Complaint.” Compl., ¶ 7.</p> <p>“Since at least 2003, Defendant has sold millions of vehicles throughout the United States (including North Carolina) and worldwide that have a safety defect causing the vehicle’s ignition switch to inadvertently move from the ‘run’ position to the ‘accessory’ or ‘off’ position during ordinary driving conditions, resulting in a loss of power, vehicle speed control, and braking, as well as a failure of the vehicle’s airbags to deploy.” Compl., ¶ 16.</p> <p>“GM’s predecessor, General Motors Corporation (“Old GM”) (sometimes, together with GM, ‘the Companies’) violated its obligations and duties by designing and marketing vehicles with defective ignition switch systems . . .” Compl., ¶ 25.\</p> <p>“Plaintiff Corbett purchased and owns a 2006 Pontiac Solstice and Plaintiffs Barnes purchased and own a 2009 Chevrolet Cobalt, both of which are, upon information and belief, Defective Vehicles.” Compl., ¶ 31.</p> <p>“Plaintiffs and the Class were also damaged by the acts and omissions of Old GM for which GM is liable through successor liability because the Defective Vehicles they purchased are worth less than they would have been without the ignition switch defects.” Compl., ¶ 39.</p> <p>“Plaintiffs and the Class either paid more for the Defective Vehicles than they would have had they known of the ignition switch defects, or they would not have purchased the Defective Vehicles at all had they known of the defects.” Compl., ¶ 40.</p>

¹ This schedule supplements the Fourth Supplement to Schedule “2” [Dkt. No. 12723] (“**Fourth Supplement to Schedule 2**”) filed with the Bankruptcy Court on June 13, 2014, the Third Supplement to Schedule “2” [Dkt. No. 12720] filed with the Bankruptcy Court on June 2, 2014, the Second Supplement to Schedule “2” [Dkt. No. 12699] filed with the Bankruptcy Court on May 19, 2014, the Supplement to Schedule “2” [Dkt. No. 12672-8] filed with the Bankruptcy Court on April 30, 2014, and Schedule “2” [Dkt. No. 12620-2] filed with 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* on April 21, 2014 [Dkt. No. 12620].

² Due to space limitations, this chart contains only a *sample* of statements, allegations and/or causes of action contained in complaints filed in the Ignition Switch Actions after the filing of the Fourth Supplement to Schedule 2. This chart does *not* contain *all* statements, allegations and/or causes of action that New GM believes violates the provisions of the Court’s Sale Order and Injunction and the MSPA.

	<p>“On information and belief, in marketing and advertising materials, Old GM and GM consistently promoted all their vehicles, including the Defective Vehicles, as safe and reliable.” Compl., ¶ 86.</p> <p>“Because Defendant acquired and operated Old GM and ran it as a continuing business enterprise, and because Defendant was aware from its inception of the ignition switch defects in the Defective Vehicles, Defendant is liable through successor liability for the deceptive and unfair acts and omissions of Old GM, as alleged in this Complaint.” Compl., ¶ 106.</p> <p>“In addition to the liabilities of Old GM that Defendant expressly assumed and retained through the bankruptcy as detailed above, GM has successor liability for Old GM’s acts and omissions in the marketing and sale of the Defective Vehicles because it has continued the business enterprise of Old GM . . .” Compl., ¶ 107.</p> <p>Class questions include (i) “[w]hether Defendant breached the implied warranty of merchantability;” (ii) “[w]hether Defendant breached the implied warranty of fitness for a particular purpose;” (iii) “[w]hether Defendant breached express warranties;” (iv) “[w]hether Defendant made negligent misrepresentations to induce the purchases of the Defective Vehicles;” and (v) “[w] hether Defendant is liable for a design defect[.]” Compl., ¶ 117.</p> <p>“Defendant designed, engineered, developed, manufactured, fabricated, assembled, equipped, tested or failed to test, inspected or failed to inspect, repaired, retrofit or failed to retrofit, failed to recall, labeled, advertised, promoted, marketed, supplied, distributed, wholesaled, and sold the Defective Vehicles and their component parts and constituents, which was intended by Defendant to be used as passenger vehicles and for other related activities.” Compl., ¶ 125.</p> <p>The First Claim for Relief is based on “Negligence-Design Defect.”</p> <p>The Third Claim for Relief is based on “Breach of Implied Warranty of Merchantability.”</p> <p>The Fourth Claim for Relief is based on “Breach of Implied Warranties of Fitness for a Particular Purpose.”</p> <p>The Fifth Claim for Relief is based on “Breach of Express Warranties.”</p>
Ibanez	<p>“In addition to the liability arising out of the statutory obligations assumed by GM, GM also has successor liability for the deceptive and unfair acts and omissions of Old GM because GM has continued the business enterprise of Old GM with full knowledge of the ignition switch defects.” Compl., ¶ 12.</p> <p>“Plaintiff and the Class also were damaged by the acts and omissions of Old GM, for which GM is liable through successor liability, because the Defective Vehicles they purchased are worth less than they would have been without the ignition switch defects.” Compl., ¶ 25.</p> <p>“Because GM acquired and operated Old GM and ran it as a continuing business</p>

	<p>enterprise, and because GM was aware from its inception of the ignition switch defects in the Defective Vehicles, GM is liable through successor liability for the deceptive and unfair acts and omissions of Old GM, as alleged in this Complaint.” Compl., ¶ 33.</p> <p>“On information and belief, Old GM consistently promoted the Defective Vehicles as safe and reliable in marketing and advertising materials.” Compl., ¶ 68.</p> <p>Paragraphs 70 to 72 of the Complaint reference Old GM advertisements from 2001 through 2006.</p> <p>“GM has successor liability for Old GM’s acts and omissions in the marketing and sale of the Defective Vehicles because it has continued the business enterprise of Old GM” Compl., ¶ 85.</p> <p>“A reasonable consumer would not have paid as much as he or she did for a GM vehicle if GM had disclosed the defects about which GM was aware.” Compl., ¶ 107.</p> <p>“Defendant caused to be made or disseminated through California and the United States, through advertising, marketing and other publications, statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Defendant to be untrue and misleading to consumers and Plaintiffs.” Compl., ¶ 132.</p> <p>“At the time GM designed, manufactured, marketed, sold, and/or distributed the Defective Vehicles, GM intended and impliedly warranted the product to be of merchantable quality and safe for such use.” Compl., ¶ 141.</p> <p>“The Defective Vehicles manufactured, designed, sold, distributed, supplied, and/or placed in the stream of commerce by GM were defective in their manufacture, construction, design, and labeling as described above at the time they left GM’s control.” Compl., ¶ 146.</p> <p>Count IV is based on “Breach of Implied Warranty/Strict Liability.”</p> <p>Count V is based on “Breach of Implied Warranty of Fitness for a Particular Purpose.”</p>
Johnson	<p>Named Plaintiff owns a 2007 Chevrolet Cobalt. Compl., ¶ 11.</p> <p>Paragraphs 14 through 22 allege events that took place between 2001 and 2007.</p> <p>“GM has successor liability for Old GM’s actions and omissions regarding the ignition switch defect and the sale and manufacture of defective vehicles because it continued the business operations of Old GM” Compl., ¶ 43.</p> <p>“These material facts directly impacted the safety of the vehicles put into production and sold by GM.” Compl., ¶ 51.</p> <p>“Had Plaintiff known or been aware of the defective design, Plaintiff would not have purchased the vehicles.” Compl., ¶ 53.</p> <p>“Because Plaintiff was unaware of the defective design, Plaintiff suffered damages in the forms of, but not limited to, injury and the purchase of a vehicle that now has diminished</p>

	<p>value.” Compl., ¶ 54.</p> <p>Count II is for “Breach of Implied Contract.”</p> <p>Count III is for “Breach of Implied Warranty of Merchantability.”</p> <p>“GM’s vehicles were sold with the implied purpose of providing safe transportation for drivers and passengers and cannot be used for this purpose because of the faulty ignition switch.” Compl., ¶ 72.</p> <p>Count IV is for “Breach of the Implied Warranty of Fitness for a Particular Purpose.”</p> <p>“GM breached its implied warranty of fitness for a particular purpose because the vehicles it sold to Plaintiff were not fit for their intended purpose . . .” Compl., ¶ 80.</p> <p>Count V is titled “Mississippi Tort Claim (Mississippi Code § 11-1-63).”</p> <p>“GM has placed designed, manufactured, sold, or otherwise placed into the stream of commerce defective vehicles . . .” Compl., ¶ 83.</p> <p>“GM breached an express warranty of providing safe vehicles that Plaintiff justifiably relied on when they purchased and elected to use the vehicles GM manufactured, sold, or otherwise placed into the stream of commerce.” Compl., ¶ 87.</p>
Kandziora	<p>“Upon information and belief, General Motors Corporation underwent bankruptcy in 2009 and General Motors LLC assumed responsibility for General Motors Corporation liabilities; as demonstrated by the fact that General Motors LLC has initiated a recall of defective vehicles which includes vehicles manufactured and sold prior to 2009, General Motors LLC is legally responsible for those vehicles still on the road and recognizes that it is responsible for those vehicles despite General Motors Corporation’s bankruptcy.” Compl., ¶ 3.</p> <p>“Under [the Amended and Restated Master Sale and Purchase Agreement], the defendant, General Motors LLC, assumed liabilities of General Motors Corporation; that the claims alleged herein fall within the liabilities assumed pursuant to said Agreement.” Compl., ¶ 6.</p> <p>“GM designed, manufactured and sold the Chevrolet Cobalt from 2005 to 2010, including the 2010 Chevrolet Cobalt purchased by the Plaintiff; all Chevrolet Cobalts, including the Plaintiffs 2010 Chevrolet Cobalt, contain the same safety defects.” Compl., ¶ 12.</p> <p>Upon information and belief more than five years before the Plaintiff purchased her 2010 Chevrolet Cobalt, GM knew about the safety defects in the Chevrolet Cobalt, and did nothing to recall or fully remedy the defects or warn drivers about said defects.” Compl., ¶ 13.</p> <p>Paragraphs 14 through 30 allege events that took place between 2001 and 2005.</p>

Kluessendorf	<p>“GM and its predecessor advertised and promoted its vehicles to be safe and reliable since 2001” Compl., ¶ 16.</p> <p>“An automobile leased or purchased under the reasonable assumption that it is ‘safe’ as advertised is worth more than a car . . . that is known to be subject to the risk of a [defective ignition switch].” Compl., ¶ 17.</p> <p>“GM’s predecessor, General Motors Corporation (“GM Corp.”) also violated disclosure requirements by designing and marketing vehicles with defective ignition switches . . .” Compl., ¶ 19.</p> <p>“Plaintiff and the Class were also damaged by the acts and omissions of GM Corp. for which GM is liable through successor liability because the DIS Models they purchased are worth less than they would have been without the ignition switch defects.” Compl., ¶ 21.</p> <p>“Had [Plaintiff] known of the [defective ignition switch] defect, she would not have bought the 2009 Chevrolet Cobalt or she would not have paid as much for it.” Compl., ¶ 25.</p> <p>“Because GM acquired and operated GM Corp. and ran it as a continuing business enterprise, and because GM was aware from its inception of the ignition switch defects in the DIS Models, GM is liable through successor liability for the deceptive and unfair acts and omissions of GM Corp., as alleged in this Complaint.” Compl., ¶ 29.</p> <p>Paragraph 37 of the Complaint references Old GM advertisements from 2003 through 2007.</p> <p>Paragraphs 39 through 44, 47 through 51, and 53 through 56 allege events that took place between 2001 and 2006.</p> <p>“GM also expressly assumed liability for warranty claims in the Master Sale and Purchase Agreement of June 26, 2009, and this assumption of liability includes the Classes’ claims pursuant to Minnesota and other state statutes.” Compl., ¶ 86.</p> <p>“Moreover, GM has successor liability for GM Corp.’s acts and omissions in the marketing and sale of the DIS Models during the Class Period because GM has continued the business enterprise of GM Corp. . . .” Compl., ¶ 87.</p> <p>The Second Claim is based on “Breach of Express Warranty.”</p> <p>The Third Claim is based on “Breach of Implied Warranty of Merchantability.”</p> <p>The Complaint alleges that “there were dangerous defects in the DIS Models manufactured, distributed, and sold by Defendant GM” Compl., ¶ 120.</p> <p>The Fourth Claim is based on “Common Law Breach of Contract and Breach of Warranty.”</p>
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Turpyn	<p>Plaintiffs bring “this action against Defendant General Motors LLC and its predecessor in interest General Motors Corporation (‘GM’ or ‘General Motors’)” Compl., p.1.</p> <p>“In addition to the liability arising out of the statutory obligations assumed by GM, GM also has successor liability for the deceptive and unfair acts and omissions of General Motors Corporation (‘Old GM’) because GM has continued the business enterprise of Old GM with full knowledge of the ignition switch defects.” Compl., ¶ 24.</p> <p>“Plaintiff and the Class also were damaged by the acts and omissions of Old GM, for which GM is liable through successor liability, because the Defective Vehicles they purchased are worth less than they would have been without the ignition switch defects.” Compl., ¶ 25.</p> <p>“Plaintiff and the Class either paid more for the Defective Vehicles than they would have had they known of the ignition defects or they would not have purchased the Defective Vehicles at all.” Compl., ¶ 26.</p> <p>“Had Old GM disclosed the ignition switch defects, Plaintiffs would not have purchased this vehicle [a 2006 Chevrolet HHR].” Compl., ¶ 31.</p> <p>“Richard Turpyn purchased the Defective Vehicle for his wife, Janet Turpyn, from a dealer in 2007. The Turpyn's Chevrolet HHR was manufactured, sold, distributed, advertised, marketed, and warranted by GM.” Compl., ¶ 32.</p> <p>“Because GM acquired and operated Old GM and ran it as a continuing business enterprise, and because GM was aware from its inception of the ignition switch defects in the Defective Vehicles, GM is liable through successor liability for the deceptive and unfair acts and omissions of Old GM, as alleged in this Complaint.” Compl., ¶ 36.</p> <p>The complaint contains numerous references to events that took place prior to the closing of the 363 Sale. <i>See, e.g.</i>, Compl., ¶¶ 53-63, 113-115.</p> <p>“GM has successor liability for Old GM’s acts and omissions in the marketing and sale of the Defective Vehicles because it has continued the business enterprise of Old GM” Compl., ¶ 141.</p> <p>A class question includes “[w]hether, and to what extent, GM has successor liability for the acts and omissions of Old GM.” Compl., ¶ 156(r).</p> <p>“The sale of the Defective Vehicles to Plaintiffs and the Class occurred within ‘trade and commerce’ within the meaning of Mich. Comp. L. Ann. § 445.902(d), and both GM and Old GM committed deceptive and unfair acts in the conduct of ‘trade and commerce’ as defined in that statutory section. Compl., ¶ 165.</p> <p>“As more fully described above, GM breached its express and implied warranties to Plaintiffs and the members of the Class” Compl., ¶ 189.</p> <p>“GM has successor liability for the acts of concealment of Old GM as described above.” Compl., ¶ 198; <i>see also</i> ¶¶ 216, 233.</p> <p>Count VI contains a claim based on “breach of express warranty of merchantability.</p>
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	Count Vii contains a claim based on “breach of implied warranties.” Count IX contains a claim based on “strict product liability.”
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Exhibit D

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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

CERTIFICATE OF SERVICE

This is to certify that on *July 21, 2014*, I caused to be served true and correct copies of the *Notice of Filing of Fifth Supplement to Schedule "1" to 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 (with Exhibits) and Notice of Filing of Fifth Supplement to Schedule "2" to 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* by electronic mail on all parties receiving notice via the Court's ECF System.

In addition, copies of the documents listed in the annexed service lists were served upon each of the persons and entities listed therein by causing copies of same to be delivered *via* email or *via* overnight mail at the last known addresses as indicated on the annexed service list.

Dated: July 31, 2014
New York, New York

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Service list For July 21, 2014:

Documents served via Email:

- 1 – A Notice of Filing of Fifth Supplement to Schedule 1 to New GM's Motion to Enforce, the Fifth Supplement to Schedule 1, and the Exhibits thereto; and
- 2 – A Notice of Filing of Fifth Supplement to Schedule 2 to New GM's Motion to Enforce and the Fifth Supplement to Schedule 2.

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pprieto@podhurst.com;
jgravante@podhurst.com;
mweinshall@podhurst.com;
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jfiore@maryalexanderlaw.com;
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csf@caddellchapman.com;
rac@cliffordlaw.com;
smm@cliffordlaw.com;
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tgreene@greenellp.com;
matabb@greenellp.com;
mlk@kirtlandpackard.com;
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jmarkey@cohenmilstein.com;
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thowlette@googasian.com
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jflowers@motleyrice.com
dMigliori@motleyrice.com
astraus@motleyrice.com

Service list For July 21, 2014:

Documents served via Overnight Delivery:

- 1 – A Notice of Filing of Fifth Supplement to Schedule 1 to New GM’s Motion to Enforce, the Fourth Supplement to Schedule 1, and the Exhibits thereto; and
- 2 – A Notice of Filing of Fifth Supplement to Schedule 2 to New GM’s Motion to Enforce and the Fifth Supplement to Schedule 2.

Paul O. Paradis PARADIS LAW GROUP, PLLC 570 Seventh Avenue, 20th Floor New York, New York 10018	Kassem M. Dakhallah AT LAW GROUP PLLC 1 Parklane Blvd, Ste 100 Dearborn, Michigan 48126
Daniel A. Edelman EDELMAN, COMBS, LATTURNER & GOODWIN, LLC 120 S. LaSalle Street, Suite 1800 Chicago, Illinois 60603	Major A. Langer PERONA, LANGER, BECK, SERBIN & MENDOZA 300 E. San Antonio Drive Long Beach, California 90807-0948
James W. Flood, III FLOOD LAW GROUP, LLP 1101 Pennsylvania Ave. NW, Suite 600 Washington, DC 20004	Robert A. Buccola, Esq. Steven M. Campora, Esq. Jason J. Sigel, Esq. DREYER BABICH BUCCOLA WOOD CAMPORA, LLP 20 Bicentennial Circle Sacramento, California 95826
Lance A. Harke Howard Bushman HARKE CLASBY & BUSHMAN LLP 9699 NE Second Avenue Miami Shores, Florida 33138	Vincent P. Megna Susan M. Grzeskowiak AIKEN & SCOPTUR, S.C. 2600 N. Mayfair Road Suite 1030 Milwaukee, Wisconsin 53226-1308 Telephone: (414) 225-0260 Facsimile: (414) 225-9666

Exhibit E

Pixton, Allan

From: Pixton, Allan
Sent: Monday, July 28, 2014 12:18 PM
To: 'susan@aikenandscoptur.com'; 'vince@aikenandscoptur.com'
Cc: Feller, Leonid
Subject: Kandziora v. Gen. Motors LLC, et al., No. 2:14-cv-00801 (E.D. Wis.)
Attachments: GM - Ignition Switch - Scheduling Order - As Entered.pdf; 2014_07_01 BANKR Supp Scheduling Order re Sale Order Enforcement - ECF 12770.pdf; GM - Ignition Switch - Order Approving Motion to Establish Procedures fo....pdf; Kandziora Stipulation Staying Action ED Wis.docx; GM - Ignition Switch - Fifth Supplement to Schedule 1.pdf; GM - Ignition Switch - Fifth Supplement to Schedule 2.pdf

Susan and Vince,

Thanks for returning my call. Per our discussion, please see the email below and attachments.

Best Regards,

Allan

* * *

We are co-counsel for General Motors LLC ("New GM"). You previously commenced an Action against New GM asserting certain claims based on an alleged defect in ignition switches in certain vehicles. In connection therewith, on April 21, 2014, New GM filed a Motion to Enforce the Sale Order and Injunction with the United States Bankruptcy Court for the Southern District of New York ("Bankruptcy Court"). On May 16, 2014, the Bankruptcy Court issued a Scheduling Order ("Scheduling Order") establishing certain procedures for addressing issues raised in the Motion to Enforce. A Supplemental Scheduling Order ("Supplemental Scheduling Order") was entered by the Bankruptcy Court on July 11, 2014. Copies of the Scheduling Order and Supplemental Scheduling Order are attached hereto. The form of the Scheduling Order and Supplemental Scheduling Order presented to the Bankruptcy Court were negotiated with and approved by counsel representing certain of the Plaintiffs who have filed Actions against New GM ("Designated Counsel"). Designated Counsel appeared at the May 2, 2014 Bankruptcy Court hearing and spoke on behalf of the clear majority of Plaintiffs. They have agreed to try and coordinate the efforts of Plaintiffs' counsel in this matter. Contact information for Designated Counsel is as follows:

1. Edward Weisfelner – email: eweisfelner@brownrudnick.com; phone: 212-209-4900
2. Howard Steel – e-mail: hsteel@brownrudnick.com; phone: 212-209-4917
3. Sander Esserman – e-mail: esserman@sbep-law.com; phone: 214-969-4910
4. Peter Lockwood – e-mail: plockwood@capdale.com; phone: 202-862-5065

On July 8, 2014, the Bankruptcy Court issued an Order to Establish Procedures for Newly-Filed Ignition Switch Actions ("Newly-Filed VIS Action Procedures Order"). A copy of the Newly-Filed VIS Action Procedures Order is attached hereto. Pursuant to the Newly-Filed VIS Action Procedures Order, all Plaintiffs that have commenced Actions against New GM after the filing of the notice of settlement of the Scheduling Order have three (3) business days from receipt of a Stay Stipulation and Scheduling Order to (a) enter into a Stay Stipulation by executing the same and returning it to New GM's counsel, or (b) file a No Stay Pleading with the Bankruptcy Court. Please review the Stay Stipulation and, if you agree to its terms, please sign where indicated and e-mail or fax a copy back to each of the following counsel representing New GM by July 30, 2014:

1. Arthur Steinberg – email: asteinberg@kslaw.com; facsimile: 212-556-2222; phone: 212-556-2158
2. Scott Davidson – e-mail: sdavidson@kslaw.com; facsimile: 212-556-2222; phone: 212-556-2164

3. Richard Godfrey – e-mail: rgodfrey@kirkland.com; facsimile: 312-862-2200; phone: 312-862-2391
4. Andrew Bloomer – e-mail; abloomer@kirkland.com; facsimile: 312-862-2200; phone: 312-862-2482

If you choose not to enter into a Stay Stipulation, pursuant to the Newly-Filed VIS Action Procedures Order, you are required to file a pleading in the Bankruptcy Court by no later than July 30, 2014 setting forth why you should not be directed to stay your Action (“No Stay Pleading”). New GM will file a response to the No Stay Pleading and the Bankruptcy Court will hold a hearing on a date set by the Bankruptcy Court.

Please be advised, pursuant to the terms of the Newly-Filed VIS Action Procedures Order, if any plaintiff chooses not to (i) execute a Stay Stipulation, or (ii) file a No Stay Pleading, the terms of the Stay Stipulation shall automatically be binding on such plaintiff.

To the extent you have previously entered into an agreed stay or extension of time in the court where you commenced your Action, those stipulations and extensions of time remain in effect. However, the Bankruptcy Court’s Order supersedes any prior agreement between the parties. You are therefore required to either execute a Stay Stipulation or file a No Stay Pleading irrespective of any prior agreed stay or extension of time.

If you have any questions, you can contact the above-referenced counsel for New GM, or any of the Designated Counsel.

R. Allan Pixton | Kirkland & Ellis LLP
300 North LaSalle Street | Chicago, Illinois 60654
Direct: (312) 862-2453 | Fax: (312) 862-2200

Exhibit F

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

Leonid Feller
To Call Writer Directly:
(312) 862-2954
leonid.feller@kirkland.com

300 North LaSalle
Chicago, Illinois 60654

(312) 862-2000

www.kirkland.com

Facsimile:
(312) 862-2200

September 11, 2014

Susan M. Grzeskowiak
Vincent P. Megna
AIKEN & SCOPTUR, S.C.
2600 N. Mayfair Road, Suite 1030
Milwaukee, WI 53226

Re: *In re: Kandziora v. General Motors LLC, et al,*
2:14-cv-00801 (E.D. Wisc.)

Dear Ms. Grzeskowiak and Mr. Megna:

We intend to file by close of business tomorrow, Friday, September 12, 2014, an Application to Enforce the July 8, 2014 Order to Establish Stay Procedures for Newly-Filed Actions in the United States Bankruptcy Court for the Southern District of New York ("Bankruptcy Court"). Please let us know by 3:00 p.m. EDT tomorrow whether you will voluntarily agree to stay further proceedings in the above-referenced action to avoid the need for this filing.

On July 28, 2014, we wrote to you with respect to the stay procedures implemented by the Bankruptcy Court. (*See* E-Mail from A. Pixton to S. Grzeskowiak and V. Megna, 7/28/2014, attached hereto as Exhibit 1 ("July 28 Correspondence")). Specifically, on April 21, 2014, General Motors LLC ("New GM") filed a Motion to Enforce the Sale Order and Injunction with the Bankruptcy Court. On May 16, 2014, the Bankruptcy Court issued a Scheduling Order ("May Scheduling Order") establishing certain procedures for addressing issues raised in the Motion to Enforce, with a Supplemental Scheduling Order following on July 11, 2014. On July 8, 2014, the Bankruptcy Court issued an Order to Establish Stay Procedures for Newly-Filed Ignition Switch Actions ("Stay Procedures Order"). Pursuant to the Stay Procedures Order, all plaintiffs that commenced actions against New GM after the May Scheduling Order were provided three (3) business days from receipt of a Stay Stipulation to (i) enter into a Stay Stipulation by executing the same and returning it to New GM's counsel, or (ii) file a No Stay Pleading with the Bankruptcy Court.

This action was made subject to the Motion to Enforce and the Stay Procedures Order pursuant to the Fifth Supplements to Schedules 1 and 2 to the Motions to Enforce filed with the Bankruptcy Court on July 21, 2014. You were advised in the July 28 Correspondence that, pursuant to the terms of the Stay Procedures Order, if you chose not to timely (i) execute a Stay

KIRKLAND & ELLIS LLP

Susan M. Grzeskowiak and Vincent P. Megna
September 11, 2014
Page 2

Stipulation, or (ii) file a No Stay Pleading, the terms of the Stay Stipulation would automatically be binding on you. Copies of the Scheduling Order, the Supplemental Scheduling Order, the Stay Procedures Order, and a draft Stay Stipulation were served on you on July 28, 2014. (Ex. 1). Because you did not execute a Stay Stipulation or file a No Stay Pleading, by operation of the Stay Procedures Order, this action was automatically stayed. (See Stay Procedures Order at ¶ 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”)).

Accordingly, please confirm in writing by 3:00 p.m. EDT on Friday, September 12, 2014, that you will stay the *Kandziora* action. If not, we will proceed in the Bankruptcy Court and provide appropriate notice to the United States District Court for the Eastern District of Wisconsin. Please contact me if you have any questions or would like to discuss.

Sincerely,

/s/ Leonid Feller

Counsel for Defendant General Motors LLC

Exhibit G

ATTYOPEN,CONSENT

**United States District Court
Eastern District of Wisconsin (Milwaukee)
CIVIL DOCKET FOR CASE #: 2:14-cv-00801-WED**

Kandziora v. General Motors LLC et al
Assigned to: Magistrate Judge William E Duffin
Case in other court: Milwaukee County, 14-CV-4836
Cause: 28:1452 R&R re motions to remand (non-core)

Date Filed: 07/09/2014
Jury Demand: None
Nature of Suit: 385 Prop. Damage Prod.
Liability
Jurisdiction: Federal Question

Plaintiff

Erin E Kandziora

represented by **Susan M Grzeskowiak**
Aiken & Scoptur SC
2600 N Mayfair Rd - Ste 1030
Milwaukee, WI 53226
414-225-0260
Fax: 414-225-9666
Email: susan@aikenandscoptur.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Vincent P Megna
Aiken & Scoptur SC
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Milwaukee, WI 53226
414-225-0260
Fax: 414-225-9666
Email: vince@aikenandscoptur.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant

General Motors LLC

represented by **Jennifer L Bullard**
Bowman and Brooke LLP
150 S 5th St - Ste 3000
Minneapolis, MN 55402
612-339-8682
Fax: 612-672-3200
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Roshan N Rajkumar
Bowman and Brooke LLP
150 S 5th St - Ste 3000

Minneapolis, MN 55402
 612-339-8682
 Fax: 612-672-3200
 Email:
 roshan.rajkumar@bowmanandbrooke.com

ATTORNEY TO BE NOTICED

Defendant

Heiser Chevrolet Inc

represented by **Jennifer L Bullard**
 (See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Roshan N Rajkumar
 (See above for address)
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
07/09/2014	<u>1</u>	NOTICE OF REMOVAL by General Motors LLC, Heiser Chevrolet Inc from Milwaukee County Circuit Court, Case Number: 14-cv-004836 with attached state court documents. (Filing Fee PAID \$400 receipt number 0757-1921726) (Attachments: # <u>1</u> Exhibit Transfer Order, # <u>2</u> Exhibit Bankruptcy Order, # <u>3</u> Exhibit Motion to Enforce, # <u>4</u> Exhibit Scheduling Order, # <u>5</u> Exhibit Complaint, # <u>6</u> Exhibit Hearing Transcript, # <u>7</u> Exhibit State Court Filings, # <u>8</u> Civil Cover Sheet Civil Cover Sheet, # <u>9</u> Supplement Corporate DISCLOSURE STATEMENT)(Rajkumar, Roshan)
07/10/2014		NOTICE Regarding assignment of this matter to Magistrate Judge Aaron E Goodstein ;Consent/refusal forms for Magistrate Judge Goodstein to be filed within 21 days;the consent/refusal form is available on our web site ;pursuant to Civil Local Rule 7.1 a disclosure statement is to be filed upon the first filing of any paper and should be filed now if not already filed (jcl)
07/16/2014	<u>2</u>	MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM <i>Upon Which Relief Can Be Granted and Brief in Support</i> by General Motors LLC. (Rajkumar, Roshan)
07/16/2014	<u>3</u>	PROPOSED Proposed Order Granting Motion to Dismiss filed by General Motors LLC. (Rajkumar, Roshan)
07/16/2014	<u>4</u>	EXHIBITS by General Motors LLC re <u>2</u> MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM <i>Upon Which Relief Can Be Granted and Brief in Support</i> . (Attachments: # <u>1</u> Exhibit Exhibit 2, # <u>2</u> Exhibit Exhibit 3) (Rajkumar, Roshan) Modified on 7/17/2014 (vkb)
07/17/2014		NOTICE of Electronic Filing Error re <u>3</u> Proposed Document filed by General Motors LLC and <u>4</u> Attachments filed by General Motors LLC; Theses documents should have been filed as attachments to the Motion to Dismiss; Also,the description of the attachments contains duplicate text. In the future,

		when attaching documents to the main document you may select a description from the category drop-down list but then you should not repeat that word in the description text box. For example, if you choose Exhibit from the drop-down list, then you may simply type A in the description text box and Exhibit A will appear on the docket. These documents do not need to be re-filed; Please refer to the policies and procedures for electronic case filing and the user manual found at www.wied.uscourts.gov (vkb)
07/22/2014	<u>5</u>	DISCLOSURE Statement by Erin E Kandziora. (Grzeskowiak, Susan)
07/22/2014	<u>6</u>	Consent to Jurisdiction by US Magistrate Judge by Erin E Kandziora. (Grzeskowiak, Susan)
07/30/2014		Case Reassigned to Magistrate Judge William E Duffin. Magistrate Judge Aaron E Goodstein no longer assigned to the case. (vkb)
07/30/2014		NOTICE from the clerk to the parties requesting that the Consent/Refusal form to Magistrate Judge Duffin be filed within 21 days; the form is available at the court's web site: www.wied.uscourts.gov (vkb)
07/30/2014	<u>7</u>	BRIEF in Opposition filed by Erin E Kandziora re <u>2</u> MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM <i>Upon Which Relief Can Be Granted and Brief in Support</i> . (Grzeskowiak, Susan)
07/30/2014	<u>8</u>	AFFIDAVIT of Erin E. Kandziora . (Attachments: # <u>1</u> Exhibit A-email) (Grzeskowiak, Susan)
07/30/2014	<u>9</u>	AFFIDAVIT of Susan M. Grzeskowiak <i>in Support of Plaintiff's Response in Opposition to GM Motion to Dismiss</i> . (Attachments: # <u>1</u> Exhibit A-March 31 Congress letter, # <u>2</u> Exhibit B-Hearing transcript, # <u>3</u> Exhibit C-DeGiorgio depo, # <u>4</u> Exhibit D-Stouffer depo, # <u>5</u> Exhibit F-Recall 14133, # <u>6</u> Exhibit E-Recall 14092, # <u>7</u> Exhibit G-Hesier RO)(Grzeskowiak, Susan)
08/04/2014	<u>10</u>	MOTION to Remand to State Court by Erin E Kandziora. (Grzeskowiak, Susan)
08/04/2014	<u>11</u>	BRIEF in Support filed by Erin E Kandziora re <u>10</u> MOTION to Remand to State Court . (Attachments: # <u>1</u> Exhibit A - Certificate of Origin)(Grzeskowiak, Susan)
08/13/2014	<u>12</u>	Consent to Jurisdiction by US Magistrate Judge by Erin E Kandziora. (Grzeskowiak, Susan)
08/13/2014	<u>13</u>	REPLY BRIEF in Support filed by All Defendants re <u>2</u> MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM <i>Upon Which Relief Can Be Granted and Brief in Support</i> . (Attachments: # <u>1</u> Exhibit Defs' Reply Brief Ex. 1)(Rajkumar, Roshan)
08/21/2014		SECOND NOTICE from the clerk to ALL PARTIES requesting that the Consent/Refusal form to Magistrate Judge William E. Duffin be filed no later than 9/4/2014; the form is available at the court's web site: www.wied.uscourts.gov (asc)
08/25/2014	<u>14</u>	RESPONSE to Motion filed by All Defendants re <u>10</u> MOTION to Remand to

		State Court . (Attachments: # <u>1</u> Exhibit Exh. A, # <u>2</u> Exhibit Exh. B, # <u>3</u> Exhibit Exh. C, # <u>4</u> Exhibit Exh. D, # <u>5</u> Exhibit Exh. E, # <u>6</u> Exhibit Exh. F, # <u>7</u> Exhibit Exh. G, # <u>8</u> Exhibit Exh. H)(Rajkumar, Roshan)
08/25/2014	<u>15</u>	MOTION to Stay with BRIEF in Support by All Defendants. (Attachments: # <u>1</u> Exhibit Exh. A, # <u>2</u> Exhibit Exh. B, # <u>3</u> Exhibit Exh. C, # <u>4</u> Exhibit Exh. D, # <u>5</u> Exhibit Exh. E, # <u>6</u> Exhibit Exh. F, # <u>7</u> Exhibit Exh. G, # <u>8</u> Exhibit Exh. H, # <u>9</u> Text of Proposed Order Proposed Order)(Rajkumar, Roshan) Modified on 8/26/2014 (asc).
09/04/2014	<u>16</u>	Consent to Jurisdiction by US Magistrate Judge by General Motors LLC. (Rajkumar, Roshan)
09/04/2014		NOTICE from the clerk to DEFENDANT; Heiser Chevrolet, Inc. requesting that the Consent/Refusal form to Magistrate Judge William E. Duffin be filed no later than 9/11/2014; the form is available at the court's web site: www.wied.uscourts.gov (asc)
09/05/2014	<u>17</u>	Consent to Jurisdiction by US Magistrate Judge by All Defendants. (Rajkumar, Roshan)
09/05/2014		Consent to Magistrate Jurisdiction (asc)
09/08/2014	<u>18</u>	REPLY BRIEF in Support filed by Erin E Kandziora re <u>10</u> MOTION to Remand to State Court . (Grzeskowiak, Susan)
09/09/2014	<u>19</u>	NOTICE of Hearing: Telephone Status Conference set for 9/17/2014 at 9:00 AM before Magistrate Judge William E Duffin. The court will initiate the conference call. (cc: all counsel)(asc)
09/09/2014	<u>20</u>	BRIEF in Opposition filed by Erin E Kandziora re <u>15</u> MOTION to Stay . (Attachments: # <u>1</u> Exhibit A-Emerson Civil Cover Sheet, # <u>2</u> Exhibit B-Lannon Civil Cover Sheet, # <u>3</u> Exhibit C-Witherspoon Civil Cover Sheet, # <u>4</u> Exhibit D-Sumners Civil Cover Sheet, # <u>5</u> Exhibit E-Melton Civil Cover Sheet) (Grzeskowiak, Susan)

Exhibit H

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 APPLICATION BY GENERAL
MOTORS LLC TO ENFORCE THE COURT'S JULY 8, 2014 ORDER
ESTABLISHING STAY PROCEDURES FOR NEWLY-FILED IGNITION
SWITCH ACTIONS AS IT APPLIES TO ERIN E. KANDZIORA**

Upon the Application, dated September 12, 2014 ("Application"), of General Motors LLC ("New GM"),¹ to enforce the Court's July 8, 2014 Stay Procedures Order against Erin E. Kandziora ("Kandziora") by confirming that she is preliminarily enjoined from further prosecuting the Kandziora Ignition Switch Action until further Order of this Court; and notice of the Application having been given as set forth in the Application, and it appearing that no other or further notice need be given; and the Court having found and determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore, it is hereby

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

ORDERED that the terms of the Stay Stipulation previously provided to Kandziora are hereby fully binding on Kandziora as if she executed same; and it is further

ORDERED that Kandziora is hereby preliminary enjoined from further prosecuting the Kandziora Ignition Switch Action until further Order of this Court; and it is further

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

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

Dated: September ____, 2014
New York, New York

UNITED STATES BANKRUPTCY JUDGE