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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re: Chapter 11

MOTORS LIQUIDATION COMPANY,

Case No. 09-50026 (REG)

Debtor

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IUE-CWA, Industrial Division of the
Communication Workers of America, AFL-CIO and
Larry E. Short, Leslie Cash, and Gary Robinson on
behalf of themselves, and all others similarly situated,

Plaintiffs,

CLASS ACTION COMPLAINT
Adv. Pro. No. 15-_____ (REG)

-v-

GENERAL MOTORS CO.,

Defendant.

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INTRODUCTION

1. IUE-CWA, the Industrial Division of the Communication Workers of America, AFL-CIO (“IUE-CWA”), and Larry E. Short, Leslie Cash, and Gary Robinson, as Individual Plaintiffs, bring this action by their attorneys, Kennedy, Jennik and Murray, P.C., to:

(a) enforce the terms of a Settlement Agreement reached on September 1, 2009 between IUE-CWA, Motors Liquidation Company and General Motors Co. (“GM”) in this Chapter 11 proceeding pursuant to Section 301 of the Labor Management Relations

Act, 29 U.S.C. 185, which Settlement Agreement was approved by this Court on November 12, 2009;

(b) enforce the terms of an employee benefit plan (“the Plan”) pursuant to the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001 *et seq.*, that was established by and pursuant to the 2009 Settlement Agreement;

(c) obtain money damages based on the violations of the 2009 Settlement Agreement;

(d) obtain equitable relief to reform the Plan and to pay to Plan participants the benefits which should have been available to them if the Plan were maintained pursuant to the terms of the 2009 Settlement Agreement; and

(e) to recover the costs and attorneys’ fees expended by the Plaintiffs in litigating this proceeding.

NATURE OF THE ADVERSARY PROCEEDING

2. The GM bankruptcy proceedings resulted in the closure of GM facilities employing thousands of workers that were represented by IUE-CWA for purposes of collective bargaining. As a result, thousands of IUE-CWA members lost well-paying jobs in the automobile industry and were forced to retire, in many cases before they reached age 65 and were eligible for Medicare.

3. In the bankruptcy proceeding, IUE-CWA and GM negotiated a lengthy agreement entitled “Settlement Agreement Between and Among GMCo/MLC-IUE-CWA and USW Regarding Retiree Health Care, Life Insurance, Pension Top-Up, and Modification and GMCO Assumption Of MLC-IUE-CWA CBA” (Exhibit A of Dkt. No. 4241, which is Exhibit A of this Complaint) (“2009 Settlement Agreement”), which provided assorted severance, pension and

insurance benefits to partially ameliorate the significant suffering these proceedings imposed upon the affected IUE-CWA members. The 2009 Settlement Agreement was approved by the Court on November 12, 2009 (Dkt No. 4433).

4. A centerpiece of the 2009 Settlement Agreement was a plan for providing post-retirement health insurance benefits to pre-65 retired IUE-CWA members until they reached the eligibility age for Medicare. Given that these workers were typically at least age 55, it was understood by all parties to the 2009 Settlement Agreement, that without the coverage provided by the Plan, these individuals and their families would be deprived of the retirement medical insurance coverage they had worked for decades to obtain.

5. Paragraph 5 of the 2009 Settlement Agreement establishes the Plan for medical benefits for pre-65 GM retirees. The Plan has been in operation since 2009. GM has, however, made recent changes in the participant's share of the cost of that coverage that flatly violate the terms of the 2009 Settlement Agreement and render the Plan in many cases unaffordable. In simple terms, GM has stolen the benefit of a key element of the bargain that IUE-CWA struck with GM in the 2009 Settlement Agreement that was approved by this Court.

6. The 2009 Settlement Agreement stated that the Net Present Value of the GM commitment to fund the Plan was \$467 million. When setting the economic terms of the Plan for participants, GM is required by the Settlement Agreement to "deliver the Aggregate Net Present Value to participants over time". This GM has failed and refused to do.

7. The hourly retiree plan design for the participating unions shows a dramatic decrease in benefits starting in 2014 and accelerating in 2016. For example:

(a) The Family monthly premium required to be paid by participants went from \$72 per month in 2015 to \$133 per month in 2016.

(b) The Family annual deductible went from \$2,500 in 2014 to \$5,000 in 2015 and 2016.

(c) The Family out of pocket maximum went from \$3,500 in 2013 to \$7,000 in 2014 and 2015 and to \$8,000 in 2016.

8. As a result of these Plan changes unilaterally instituted by GM, a participant with family coverage in the Plan in 2016 will be required to pay annual premiums of \$1,596 to participate in the Plan, will be required to satisfy an annual deductible of \$5,000 and will be required to pay co-pays for benefits until he or she hits a total of \$8,000 for a total annual financial exposure under the Plan of \$14,596. In 2013, the same calculation for family coverage under the Plan included premium costs of \$1,260 for premiums, \$2,500 in annual deductible and \$3,500 in out of pocket limits for a total financial exposure under the Plan of \$7,260. The costs GM has imposed on participants with family coverage under the Plan have doubled since 2013 to a now unaffordable level.

9. On information and belief, GM now projects that as currently constituted, the Plan is projected to leave unspent \$95 million of the \$467 million that was required to be delivered to participants in the Plan. GM is failing and refusing to provide these participants the benefits to which GM has agreed and, unless this Complaint provides relief, will continue to do so in the future in at least the present value amount of \$95,000,000.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over the Complaint pursuant to 28 U.S.C. §§ 1334(b) and 2201.

11. This adversary proceeding is related to *In re Motors Liquidation Co.*, 09-50026 (REG), Chapter 11, in the United States Bankruptcy Court, Southern District of New York.

12. The 2009 Settlement Agreement provides, at paragraph 14, that “Any controversy or dispute arising out of or relating to, or involving the enforcement, implementation, application or interpretation of this Settlement Agreement may be asserted only by GMCo, MLC, IUE-CWA or USW. The Order approving this Settlement Agreement will provide that the Bankruptcy Court will retain jurisdiction to resolve any disputes regarding the enforcement, implementation, application or interpretation of this Settlement Agreement.” (Dkt. No. 4241, Exhibit A at p.12.)

13. The November 12, 2009 Order approving the 2009 Settlement Agreement provided in its un-numbered final decretal paragraph that the Court would retain jurisdiction to resolve any disputes concerning the 2009 Settlement Agreement. (Dkt. No. 4433.) This Court retains the power to enter all orders necessary to administer this estate under Bankruptcy Rule 3020(d).

14. This Complaint is brought pursuant to Fed. R. Bankr. P. 7001 (1), (7), and (9), and is a core proceeding under 28 U.S.C. 157(b)(2), including subsections (A), (N), and (O) thereof.

15. Venue of the Complaint in the Southern District of New York is proper pursuant to 28 U.S.C. § 1409(a).

PARTIES

16. IUE-CWA is a labor organization affiliated with the Communication Workers of America, AFL-CIO. IUE-CWA is located at 2701 Dryden Avenue, Dayton, Ohio 45439.

17. Individual Plaintiff Larry E. Short resides at 146 Lake Forest Dr., West Carrollton, OH 45449 and is a participant in the Plan.

18. Individual Plaintiff Leslie Cash resides at 1441 Newton Ave., Dayton, OH 45406 and is a participant in the Plan.

19. Individual Plaintiff Gary Robinson resides at 8 Hathaway Commons Dr., Lebanon, OH 45036 and is a participant in the Plan.

20. Defendant General Motors Co. (“GM”) is a corporation formed under the laws of Delaware with its principal place of business located at 300 Renaissance Center, Detroit, Michigan 48243. GM was incorporated in 2009 and, on July 10, 2009, acquired substantially all assets and assumed certain liabilities of General Motors Corporation through a Section 363 sale under Chapter 11 of the U.S. Bankruptcy Code.

CLASS ACTION ALLEGATIONS

21. The Individual Plaintiffs bring this action pursuant to Fed. R. Civ. P. 23(a), (b)(2) and/or (b)(3), as incorporated by Fed. R. Bankr. P. 7023 (the “Bankruptcy Rules”). Plaintiffs seek to represent a class initially defined as: “All participants in the GM Pre-65 Retiree Medical Plan established pursuant to the 2009 Settlement Agreement at any time since January 1, 2013.”

22. The Class consists of more than 5,000 Plan participants and is so numerous that joinder of all members is impracticable.

23. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy because all of the participants in the Plan have the same basis for their claims for relief.

24. The Class Representatives’ claims are typical of the claims of the Class. As alleged herein, the Class Representatives and members of the Class (“Class Members”) all sustained damages arising out of GM’s course of conduct, applying to all of them, of failing and refusing to implement Plan premium rates, deductibles and out of pocket limits so as to fully expend the \$467 million that GM is required to deliver to participants in the Plan.

25. There are questions of law and fact common to the Class, including but not

limited to:

(a) Whether GM has violated the terms of the 2009 Settlement Agreement by implementing Plan premium rates, deductibles and out of pocket limits which will not result in participants receiving the full Net Aggregate Present Value of \$467 million dollars which is required by the 2009 Settlement Agreement;

(b) Whether GM has breached its fiduciary obligations under ERISA by establishing Plan premium rates, deductibles and out-of-pocket limits for participants in the Plan in a manner that will deprive those participants of the benefits of the Net Aggregate Present Value of \$467 million dollars;

(c) Whether the Plan should be reformed to provide to participants of the Plan premium rates, deductibles and out-of-pocket limits that over time will deliver to Participants the Net Aggregate Present Value of \$467 million dollars required by the 2009 Settlement Agreement.

26. The Class Members have a high degree of similarity and are cohesive. The Class representatives were members of the IUE-CWA and support its efforts to secure compliance with the 2009 Settlement Agreement. The Class Representatives anticipate no difficulty in the management of this matter as a class action and will fairly and adequately represent the interests of the Class.

27. Class action status is also warranted under Fed. R. Civ. P. 23(b)(2) and Fed. R. Bankr. P. 7023 because GM has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

FACTUAL BACKGROUND

28. The 2009 Settlement Agreement was reached after extensive negotiations between IUE-CWA, Motors Liquidation and GM to address the loss of thousands of jobs held by employees represented by IUE-CWA caused by the GM bankruptcy. The 2009 Settlement Agreement resolves complicated issues relating to: (a) topping up the pensions for employees of Delphi Corp. who were subject to a GM guarantee of their pensions to reflect lower PBGC replacement pensions; (b) allowing continued accrual of GM pension credit for Delphi Corp. employees subject to the GM guarantee; (c) allowing a \$1,000,000,000 claim to IUE-CWA (and other unions) as compensation for GM and Delphi Post-65 retirees who lost retiree health and life insurance benefits for themselves and their surviving spouses and dependents; and (d) establishing a retiree health care plan to be effective initially from July 10, 2009 to December 31, 2009 and then going forward on and after January 1, 2010.

29. The text of paragraph 5 of the 2009 Settlement Agreement creates a retiree benefits plan to be effective January 1, 2010 and provides that the total value of health care benefits under this Settlement Agreement “is limited to an aggregate net present benefit value of \$467 million (“Aggregate Net Present Value”) with respect to all eligible IUE-CWA, USW and Splinter Union participants...” But the text is also clear that GM is obligated to deliver to Plan participants the full value of the \$467 million Aggregate Net Present Value of GM’s mandatory contribution to the Plan: “GMCo shall deliver the Aggregate Net Present Value to participants over time reduced on a proportionate basis with respect to Splinter Unions that elect not to participate and by amounts paid in accordance with Paragraph 5(f) (“Adjusted Value”).” (Dkt. No. 4241, Exhibit A paragraph 5(b) at p.7.) (Emphasis added.)

30. To be sure, the 2009 Settlement Agreement establishes yearly caps on the per capita contribution that GM is obligated to make to fund the Plan and a process for adjusting the Plan's financial terms to re-coup expenditures by GM in excess of those adjusted yearly caps. (Dkt. No. 4241, Exhibit A paragraph 5(b) at p.7.) But GM is not adjusting those yearly caps on per participant contributions to take account of its obligation to "deliver the aggregate net present value to participants over time" as required by the 2009 Settlement Agreement.

31. Since the Plan was implemented on January 1, 2010, GM has made changes each year in the terms of the Plan. GM has unilaterally implemented changes to the monthly premiums required to participate in the Plan, deductibles that must first be paid before the Plan begins paying benefits and out-of-pocket limits on participant costs that have rendered the Plan unaffordable to GM retirees.

32. The design for the Plan for the participating unions shows a dramatic increase in the cost to participants in the Plan starting in 2014 and accelerating in 2016. For example:

(a) The Family monthly premium went from \$72 per month in 2015 to \$133 per month in 2016.

(b) The Family annual deductible went from \$2,500 in 2014 to \$5,000 in 2015 and 2016.

(c) The Family out of pocket maximum went from \$3,500 in 2013 to \$7,000 in 2014 and 2015 and to \$8,000 in 2016.

33. As a result of these Plan changes unilaterally instituted by GM, a participant with family coverage in the Plan will be required to pay annual premiums of \$1,596 to participate in the Plan, will be required to satisfy an annual deductible of \$5,000 and will be required to pay co-pays for benefits until he or she hits a total of \$8,000 for a total annual financial exposure

under the Plan of \$14,596. In 2013, the same calculation for family coverage under the Plan included premium costs of \$1,260 for premiums, \$2,500 in annual deductible, and \$3,500 in out of pocket limits for a total financial exposure under the Plan of \$7,260. The GM-imposed cost to participants with family coverage under the Plan has doubled since 2013 to a now unaffordable level.

34. The key Plan provisions that govern Plan cost to participants have steadily gotten more onerous since 2013. The chart below identifies the plan term and the year in which it was effective:

Plan term	Category of Coverage	2013	2014	2015	2016
Monthly contributions	Single	\$35	\$35	\$24	\$44
	2 Party	\$70	\$70	\$48	\$88
	Family	\$105	\$105	\$72	\$133
Annual Deductible	Single	\$1,250	\$2,500	\$2,500	\$3,000
	2 Party	\$2,500	\$5,000	\$5,000	\$6,000
	Family	\$2,500	\$5,000	\$5,000	\$6,000
Co-Insurance	In Network	10%	20%	20%	20%
	Out of Network	20%	40%	40%	40%
Out of Pocket Maximum	Single	\$1,750	\$3,500	\$3,500	\$4,000
	2 Party	\$3,500	\$7,000	\$7,000	\$8,000
	Family	\$7,000	\$7,000	\$7,000	\$8,000

35. GM is rendering the critical contractual language that “GM shall deliver the Aggregate Net Present Value to participants” over time a nullity by relying upon the yearly cap formula to drive Plan costs upward each year to create an actuarial death spiral in which only the sicker and more medically needy participants will continue in the Plan, forcing higher and higher participant costs each year. GM’s current projections will leave unspent \$95 million dollars of the \$467 million dollars GM was obligated by the 2009 Settlement Agreement to deliver to participants over time.

36. Paragraph 5(e) of the 2009 Settlement Agreement entitles the IUE-CWA and other unions to be members of a consultative committee with GM concerning the terms of the Plan. The 2009 Settlement Agreement severely limits the ability of this committee to impact GM's decisions regarding Plan terms:

If created, GMCo will advise the advisory committee reasonably prior to the implementation of any such adjustments of anticipated plan design adjustments deemed necessary to maintain benefit coverages within the Cap along with its rationale for any such adjustments. The advisory committee may provide advice and counsel with respect to any such adjustments, provided that GMCo may in its sole discretion accept or reject any such advice and that the process of involving the advisory committee shall not delay the ordinary and customary implementation of plan design alterations deemed necessary by GMCo to reflect the constraints of the Cap.
(Dkt. No. 4241, Exhibit A paragraph 5(e) at p.8).

37. As a consequence, although IUE-CWA has expressed its opposition to GM regarding these unilaterally adopted Plan changes, it cannot prevent these changes to the terms of the Plan other than by this action to enforce the terms of the 2009 Settlement Agreement and the Plan.

38. The lack of full transparency by GM in connection with the Plan has violated the 2009 Settlement Agreement and damaged the Participants in other ways as well. Paragraph 5(d) of the 2009 Settlement Agreement states that "GMCo will bear all costs of plan administration" and the parties intended by that statement that administrative costs for the Plan would not be charged against the \$467 million dollar Aggregate Net Present Value that GM is required to deliver to Plan participants.

39. From 2009 to 2014, however, GM actuaries charged GM's costs of plan administration against the yearly Aggregate Net Present Value calculations. While in 2015, it appears that this plain error was remedied by removing the costs of Plan administration from the Aggregate Net Present Value of the Plan for the years 2010 through 2014, the GM actuaries are

continuing to deduct from the Aggregate Net Present Value of the Plan GM's cost of administering the Plan for the period July 1, 2009 through December 31, 2009.

40. The Net Aggregate Present Remaining Value of the Plan was \$223.5 million as of December 31, 2014, an estimated \$210.3 million as of December 31, 2015 and an estimated \$200.3 million as of December 31, 2016.

FIRST CAUSE OF ACTION

(LABOR MANAGEMENT RELATIONS ACT SECTION 301) (ENFORCEMENT OF THE COLLECTIVE BARGAINING AGREEMENT)

41. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 39, as though fully set forth herein.

42. The IUE-CWA has a right to enforce the 2009 Settlement Agreement under Section 301 of the LMRA, 29 U.S.C. § 185.

43. GM has breached the 2009 Settlement Agreement by failing and refusing to establish the Plan premium rates, deductibles and out-of-pocket limits at rates that will cause GM to deliver to participants the full \$467 million Net Aggregate Present Value established by the 2009 Settlement Agreement as GM's contribution to fund these benefits.

44. The IUE-CWA-represented retirees have been damaged by this breach by being required to pay unnecessarily high monthly premiums for coverage, by being required to satisfy unnecessarily high deductibles to obtain coverage under the Plan and by being required to meet unnecessarily high out of pocket limits before the Plan covers 100% of the cost of covered medical expenses.

SECOND CAUSE OF ACTION

(EMPLOYEE RETIREMENT INCOME SECURITY ACT) (ENFORCEMENT AND CLARIFICATION OF THE TERMS OF THE PLAN)

45. Plaintiffs repeat and re-allege the allegations of paragraphs 1 through 43, as though fully set forth herein.

46. The Individual Plaintiffs on their own behalf and on behalf of the Class they represent, have a right to enforce the terms of the Plan under ERISA at 29 U.S.C. § 1132(a)(1)(b), to recover benefits due to them under the terms of the Plan, to enforce their rights under the terms of the Plan, and to clarify their rights to future benefits under the terms of the Plan.

47. The Individual Plaintiffs, on their own behalf and on behalf of the Class they represent, have a right to enforce their rights under the terms of the Plan and to recover from GM the value of the Plan benefits including the premiums, deductibles and out of pocket limits that would have been established for the Plan since January 1, 2013 if GM had been fulfilling its obligation to deliver to Plan participants over time the \$467 million Net Aggregate Present Value of its commitment to fund the Plan.

48. The Individual Participants, on their own behalf and on behalf of the Class they represent, have a right to clarify the terms of the Plan, and to recover from GM the value of the Plan benefits, including the premiums, deductibles and out-of-pocket limits for the Plan that should have been established in the past and will be established in the future so as to cause GM to deliver to Plan participants over time the \$467 million Net Aggregate Present Value of GM's commitment to fund the Plan.

THIRD CAUSE OF ACTION

**(EMPLOYEE RETIREMENT INCOME SECURITY ACT)
(REFORMATION OF THE PLAN)**

49. Plaintiffs repeat and re-allege the allegations of paragraphs 1 through 47, as though fully set forth herein.

50. The Individual Plaintiffs, on their own behalf and on behalf of the Class they represent, demand, pursuant to 29 U.S.C. § 1132 (a)(1) and (3), appropriate equitable relief to reform the terms of the Plan including the premiums, deductibles and out-of-pocket limits for the Plan so as to cause GM to deliver to Plan participants over time the \$467 million Net Aggregate Present Value of its commitment to fund the Plan.

51. The Individual Plaintiffs, on their own behalf and on behalf of the Class they represent, also demand reformation of the terms of the Plan, pursuant to U.S.C. § 1132 (a)(1) and (3), to prevent GM from again imposing onerous and unnecessary costs on participants by requiring that GM refrain from imposing any additional costs upon participants after the reformation proposed in paragraph 49, by requiring that prior to imposing any changes in Plan benefits GM obtain a ruling from a neutral arbitrator, in a proceeding in which the IUE-CWA shall have a full opportunity to participate as a party to protect the interests of the participants, confirming that any changes to Plan terms, including administration costs, benefits, premiums, deductibles, and out of pocket limits for the Plan, will cause GM to deliver to Plan participants over time the \$467 million Net Aggregate Present Value of its commitment to fund the Plan.

FOURTH CAUSE OF ACTION

(LMRA SECTION 301 AND ERISA SECTION 502(A)(3)) (UNJUST ENRICHMENT)

52. Plaintiffs repeat and re-allege the allegations of paragraphs 1 through 50, as though fully set forth herein.

53. GM is a fiduciary of the Plan within the meaning of ERISA Section 1001(16). GM has a fiduciary obligation to deliver to participants the full \$467 million Net Aggregate

Present Value established by the 2009 Settlement Agreement as GM's contribution to fund these benefits.

54. GM has a contractual obligation under the 2009 Settlement Agreement to deliver to participants the full \$467 million Net Aggregate Present Value established by the 2009 Settlement Agreement as GM's contribution to fund these benefits.

55. GM is planning on keeping for itself and not delivering to Plan participants at least \$95.2 million of the \$467 million Net Aggregate Present Value established by the 2009 Settlement Agreement.

56. GM is being unjustly enriched by its retention of the projected \$95.2 million dollars that it was required to deliver to Plan participants.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Bankruptcy Court enter judgment against GM and award the following relief:

1. On the first cause of action under the Collective Bargaining Agreement, damages to all IUE-CWA-represented retirees that have been damaged by GM's failure and refusal to determine Plan terms, including the Plan premiums, deductibles, and out-of-pocket limits, so as to cause GM to deliver to Plan participants over time the \$467 million Net Aggregate Present Value of its commitment to fund the Plan;

2. On the second cause of action under ERISA, (i) damages to all Plan participants that have been damaged by GM's failure and refusal to establish Plan terms, including the Plan premiums, deductibles, and out-of-pocket limits, so as to cause GM to deliver to Plan participants over time the \$467 million Net Aggregate Present Value of its commitment to fund the Plan; and (ii) a clarification that the terms of the Plan, including the

premiums, deductibles, and out-of-pocket limits for the Plan, must be established so as to cause GM to deliver to Plan participants over time the \$467 million Net Aggregate Present Value of its commitment to fund the Plan;

3. On the third cause of action under ERISA for appropriate equitable relief, (i) an Order reforming the terms of the Plan, including the premiums, deductibles, and out-of-pocket limits for the Plan, so as to cause GM to deliver to Plan participants over time the \$467 million Net Aggregate Present Value of its commitment to fund the Plan; and (ii) reformation of the terms of the Plan to prevent GM from again imposing onerous and unnecessary costs on Participants by requiring that GM obtain a ruling from a neutral arbitrator, in a proceeding in which the IUE-CWA shall have a full opportunity to participate as a party, with its costs of such participation being paid by GM, to protect the interests of the Participants, prior to imposing any changes in Plan benefits, confirming that any changes to Plan terms, including the premiums, deductibles, and out-of-pocket limits for the Plan, will cause GM to deliver to Plan participants over time the \$467 million Net Aggregate Present Value of its commitment to fund the Plan.

4. On the fourth cause of action, a judgment in favor of the IUE-CWA and the Individual Plaintiffs, on their own behalf and on behalf of the Class they represent, and against GM for at least \$95.2 million dollars as disgorgement of the amount GM is currently planning on withholding from Plan participants.

5. Awarding to Plaintiffs the costs of this action, including reasonable attorneys' fees.

6. On all claims, awarding such other, further or different relief as is just and proper.

Dated: New York, New York
October 30, 2015

Respectfully submitted,
Kennedy, Jennik & Murray, P.C.
Counsel for Plaintiffs

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Exhibit A

EXHIBIT A

THE SETTLEMENT AGREEMENT

**SETTLEMENT AGREEMENT BETWEEN AND AMONG
GMCo/MLC-IUE-CWA AND USW
REGARDING RETIREE HEALTH CARE, LIFE INSURANCE,
PENSION TOP-UP, AND MODIFICATION
AND GMCO ASSUMPTION OF MLC-IUE-CWA CBA**

This Settlement Agreement (together with the Exhibits hereto, the "Settlement Agreement"), is between General Motors Company ("GMCo"), Motors Liquidation Company ("MLC" formerly known as General Motors Corporation), the IUE-CWA, the Industrial Division of the Communications Workers of America, AFL-CIO,CLC ("IUE-CWA") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO,CLC ("USW"). The IUE-CWA and USW also enter into this Settlement Agreement as the authorized representative, as defined in Section 1114(c)(1) of Title 11 of the United States Code (the "Bankruptcy Code"), of those persons receiving retiree benefits, as defined in Section 1114(a) of the Bankruptcy Code, pursuant to collectively bargained plans, programs and/or agreements between MLC and the IUE-CWA or the USW (or an IUE-CWA or USW predecessor) and who are members of the Covered Group, as defined herein. Collectively, the IUE-CWA, the USW, GMCo, MLC and the Covered Group are referred to as the "Parties."

MLC agreed to provide certain retiree medical benefits in various collectively bargained agreements with the IUE-CWA and the USW. MLC, the IUE-CWA and the Class entered into a settlement agreement in the class action of *IUE-CWA, et al. v. General Motors Corp.*, No. 2:06-cv-12151 (E.D. Mich) ("Combs"). Subsequent to entering those collective bargaining agreements and the class settlement agreement (the "Combs Settlement"), MLC commenced a case under Chapter 11 of the Bankruptcy Code entitled *In Re General Motors Corp., et al.*, No. 09-050026 (REG) ("MLC Chapter 11 Case") in the U.S. Bankruptcy Court (S.D. N.Y.) (the "Bankruptcy Court"). Pursuant to an Order of the Bankruptcy Court, GMCo purchased substantially all of the assets of MLC.

The IUE-CWA and the USW assert, and GMCo and MLC deny, that GMCo and/or MLC are required to continue to provide retiree medical benefits in accordance with those collective bargaining agreements and the class settlement agreement and, further, to provide certain pension benefit guarantees in accordance with collectively bargained memorandums of understanding regarding establishment or restructuring of Delphi Corporation ("Delphi"). GMCo maintains that it is not obligated to assume or to continue to abide by the MLC collective bargaining agreements with the IUE-CWA or the USW, the Combs Settlement or the Delphi restructuring memorandums of understanding. MLC maintains that it is entitled to cancel or terminate all obligations arising from collective bargaining agreements between MLC and the IUE-CWA or the USW. After due consideration of the factual and legal arguments regarding these issues, as well as the costs, risks, and delays associated with litigating these issues, GMCo, MLC and the IUE-CWA and USW have agreed to resolve all claims regarding such matters on the basis set forth in this Settlement Agreement.

1. Pension Top-Up: In the event that pension benefits received by a retired Covered Employee from the PBGC, or a combination of the PBGC, Delphi or another entity (including a Delphi Divested Unit), as a consequence of termination of the Delphi Hourly Retirement Plan

("Delphi HRP"), referred to herein as "Insured Pension Payments," are less than what otherwise would have been received by the retired Covered Employee from the Delphi HRP according to plan terms as of July 22, 2009, GMCo will provide supplemental payments to such retired Covered Employee so that when combined with the Insured Pension Payments such retired Covered Employee will receive pension benefits equal to what otherwise would have been paid by the Delphi HRP according to plan terms. For the avoidance of doubt, by this provision GMCo agrees to pay benefits to the retired Covered Employee equal to the difference between the amount of Insured Pension Payments and the amount of benefits that would have been paid by the Delphi HRP according to its terms had it not been terminated.

- a. Covered Employee shall mean those IUE-CWA or USW represented Delphi employees who had unbroken seniority and were employed by GM under the terms of the 1996 GM-IUE-CWA or GM-USW National Agreement as of the spin-off of Delphi from GM on May 28, 1999 who were not employed under a competitive wage agreement as of May 28, 1999, i.e., Tier II or Tier III employees; provided however, that IUE-CWA or USW represented employees who were employed as of May 28, 1999 and were initially hired under a competitive wage agreement that provided for them to grow into full parity for all purposes, including but not limited to all benefit participation on the same basis as non-competitive hire employees and the ability to grow into full wage parity, are also Covered Employees. It is understood that employees represented by Splinter Unions as hereafter defined are not eligible for the Pension Top-Up regardless of their election to participate in the retiree health care and life insurance coverages contemplated by this Settlement Agreement.
 - b. A Covered Employee will be entitled to the Pension Top-Up only with respect to a retirement under Article II, Section 1 (Normal Retirement), Section 2 (Early Retirement) or Section 3 (Total and Permanent Disability Retirement) of the Delphi HRP. A Covered Employee receiving only a deferred vested benefit under Article VII, Section 2 (Retention of Deferred Pension if Separated) as a former employee is not entitled to the Pension Top-Up.
 - c. In consideration of the commitments described in this paragraph 1, in the Chapter 11 bankruptcy case of *In re Delphi Corporation, et al.*, Case No. 05-44481 (RDD), the IUE-CWA and USW agree to withdraw their objections (Docket No. 17793 and No. 18258) and waive any further objections to the First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession (As Modified) submitted by the Debtors on June 1, 2009 (as further modified)(the "Modified Plan") or Delphi's motion to approve the Modified Plan (Docket No. 16646). Further, the IUE-CWA and USW agree to waive any Seller U.S. CBA restrictions to the proposed sale of operations, including Document 63 (IUE-CWA) and Document 53 (USW), to the extent necessary to accomplish the Modified Plan.
2. Up-To-7 Years Accrual: GMCo agrees to amend the GMCo General Motors Hourly-Rate Employees Pension Plan ("GMCo HRP") to provide the following:

- a. Covered Employees, who were Delphi employees as of November 30, 2008, the date that Delphi froze the Delphi HRP (the "Freeze Date"), or Covered Employees who were employed as of the Freeze Date at a Delphi operation divested after October 8, 2005 and prior to the Freeze Date ("Delphi Divested Operation") will be eligible to accrue credited service under the GMCo HRP for all purposes, including but not limited to eligibility, vesting, and future benefit accruals for the seven (7) year period commencing on the Freeze Date. Any such benefits provided by the GMCo HRP shall be at the level and scope in effect at Delphi on July 22, 2009 (the "Up-to-7-Effective Date") and shall be secondary to benefits provided by Delphi, the Delphi HRP, any Delphi Divested Operation or any benefit plan of such operation, any of their subsidiaries, affiliates or successors or associated pension plans, and/or the Pension Benefit Guarantee Corporation ("PBGC"). In no event shall the GMCo HRP provide pension benefits on such credited service at a level and scope that exceeds that being provided to hourly retirees of GMCo. The amount of such credited service accrued will equal:
 - i. The amount of credited service that, but solely for Delphi Freezing the Delphi HRP, would have been earned after the Freeze Date under Article III of the Delphi HRP in effect on the Up-to-7-Effective Date; and
 - ii. To the extent not taken into account in Paragraph 2(a)(i), above, the amount of credited service that, but solely for the Freeze and divestiture, would have been earned while working after the Freeze Date at any Delphi Divested Operation under Article III of the Delphi HRP in effect on the Up-To-7-Effective Date.

Nothing in this Settlement Agreement shall be deemed to require GMCo to grant credited service beyond that described in this Paragraph 2(a). Employees shall be provided only the amount of credited service earned as described in this Paragraph 2(a), and shall not receive credited service otherwise. It is understood that employees represented by Splinter Unions as hereafter defined are not eligible for the Up-To-7 Years Accrual regardless of their election to participate in the retiree health care and life insurance coverages or other aspects contemplated by this Settlement Agreement.

- b. In regard to the credited service accrued in the GMCo HRP under Paragraph 2(a) of this Settlement Agreement, the GMCo HRP will recognize Delphi HRP credited service accrued prior to the Freeze Date for purposes of vesting and eligibility to retire for any Covered Employee. No other Delphi HRP credited service will be recognized by the GMCo HRP.
- c. The GMCo HRP benefit payable to a Covered Employee, who retires as a Normal Retirement under and as defined by Article II, section 1 of the Delphi HRP and GMCo HRP, will be a Basic Benefit (as defined according to the GMCo HRP) and based on GMCo HRP credited service accrued under Paragraph 2(a) of this Settlement Agreement and the rates in effect under the Delphi HRP as of the Up-To-7-Effective Date.

- d. The GMCo HRP benefit payable to a Covered Employee, who retires under Article II, section 2(a)(3) of the Delphi HRP and GMCo HRP with a combined 30 or more years of credited service prior to age 62 and one month, will be a Basic Benefit payable beginning at age 62 and one month based on the number of years of credited service accrued under the GMCo HRP under Paragraph 2(a) of this Settlement Agreement and the rates in effect under the Delphi HRP as of the Up-To-7-Effective Date.
- e. The GMCo HRP benefit payable to a Covered Employee, who retires under the Delphi HRP and GMCo HRP prior to age 65 with a combined 85 Points or at least age 60 with 10 or more years of credited service, under Article II, section 2(a)(1) or 2(a)(2) of the Delphi HRP and GMCo HRP or as a Total and Permanent Disability retirement under Article II, section 3 of the Delphi HRP approved by Delphi or the PBGC pursuant to the procedures applicable to the Delphi HRP as of the date immediately preceding the Up-To-7-Effective Date and approved by GMCo under the procedures applicable to the GMCo HRP, or for IUE-CWA Covered Employees the Kettering Ohio, Moraine Ohio and Anaheim California plants only, and for USW Covered Employees of the Home Avenue plant only (including those who transfer in accordance with their seniority to the Vandalia plant in conjunction with cessation of operations at the Home Avenue plant) as a retirement under mutually satisfactory conditions pursuant to Article II, section 2(b) of the Delphi HRP, will consist of the following:
 - i. the Basic Benefit based on the number of years of credited service accrued under the GMCo HRP under Paragraph 2(a) of this Settlement Agreement, age at time of retirement, and the rates in effect under the Delphi HRP as of the Up-To-7-Effective Date. Such benefits from the GMCo HRP are payable beginning upon the date of retirement and will be re-determined, if applicable, at age 62 and one month, under the terms of the Delphi HRP in effect as of the Up-To-7-Effective Date; and
 - ii. if applicable, an interim supplement based on the rates in effect under the Delphi HRP as of the Up-To-7-Effective Date for the number of years of credited service accrued under the GMCo HRP under Paragraph 2(a) of this Settlement Agreement and age at time of retirement. The duration of such interim supplement is modified as set forth in the letter in the Delphi HRP entitled Social Security.
 - iii. if applicable, a temporary benefit based on the rates in effect under the Delphi HRP as of the Up-To-7-Effective Date for the number of years of credited service accrued under the GMCo HRP under Paragraph 2(a) of this Settlement Agreement. Provided, however, that such number of years of credited service when added to the number of years of credited service in the Delphi HRP will not exceed 30. The duration of such temporary benefit is modified as set forth in the letter in the Delphi HRP entitled Social Security.

- f. Any Covered Employee who, after considering: i) the credited service accrued in the GMCo HRP under Paragraph 2(a) of this Settlement Agreement; ii) the Delphi HRP credited service recognized in the GMCo HRP for eligibility to retire under Paragraph 2(b) of this Settlement Agreement; and iii) age at retirement or separation from service from Delphi, or any Delphi Divested Operation, is not eligible for retirement under the GMCo HRP as described in Paragraph 2(c), 2(d), or 2(e) of this Settlement Agreement, will receive only a deferred vested benefit from the GMCo HRP based on the years of credited service accrued under the GMCo HRP under Paragraph 2(a) of this Settlement Agreement. The Basic Benefit will be based on the number of years of credited service accrued under the GMCo HRP under Paragraph 2(a) of this Settlement Agreement, age at time of benefit commencement, and the rates in effect under the Delphi HRP as of the Up-To-7-Effective Date. Neither GMCo, nor the GMCo HRP, will have any obligation to supplement the deferred vested amounts set forth above.
- g. For the avoidance of doubt, for the purposes of Paragraph 2 of this Settlement Agreement for Covered Employees who have not retired or separated from service from Delphi, GMCo, or any Delphi Divested Operation, the GMCo HRP will continue to recognize the growth in age of such Covered Employees during the period they are considered an active employee with seniority in the Delphi HRP. For purposes of such recognition of growth in age in the GMCo HRP, such Covered Employees will not be considered by the GMCo HRP to have separated from service from GM on a "time for time" basis during the period they are considered an active participant in the Delphi HRP. A Covered Employee shall be deemed an active participant in the Delphi HRP, other than for purposes of future benefit accruals and subject to the other terms of the Delphi HRP in effect and to the extent permitted by law, for all periods on or after the Freeze Date and prior to retirement or separation from service from Delphi, any Delphi Divested Operation, MLC, or GMCo.
3. Claims in MLC's Chapter 11 Case: The IUE-CWA, USW and all Splinter Unions (as hereafter defined) that agree to applicable terms in this Settlement Agreement shall be granted an allowed prepetition unsecured claim in MLC's Chapter 11 Case in the amount of one billion dollars with respect to retiree health and life insurance benefits for the post-age-65 retirees, post-age-65 surviving spouses and under-age-65 retirees or surviving spouses disqualified for Retiree Health Care Benefits due to Medicare eligibility who are represented by IUE-CWA, USW and the Splinter Unions (the "Allowed Claim"). Age for purposes of the preceding sentence shall be determined as of December 31, 2009. The Allowed Claim shall be in full settlement, satisfaction and discharge of all claims against MLC and its affiliates and their present and former officers and directors by the IUE-CWA, USW and the Splinter Unions or any employees, retirees or other persons or beneficiaries represented by or subject to agreements entered by such unions with MLC (the "Splinter Claims") against MLC and its affiliates and their respective officers, directors. Upon approval of this Settlement Agreement by the Bankruptcy Court, any and all Splinter Claims shall be withdrawn, released and dismissed with prejudice and the IUE-CWA, USW and the Splinter Unions shall promptly take all such action necessary or required to effectuate the foregoing, including providing releases to MLC. Any funds resulting from the Allowed Claim shall be distributed in a manner as authorized by the Bankruptcy Court. To the extent approved by

the Bankruptcy Court, MLC agrees that the IUE-CWA, USW, and the Splinter Unions have a right to sell, assign or transfer their respective Allowed Claim as they deem appropriate at any time.

4. Retiree Health Care Benefits - On and After July 10, 2009 and Through December 31, 2009. For claims incurred on and after July 10, 2009 and through December 31, 2009, retiree health care for eligible IUE-CWA or USW retirees will be provided in accordance with the terms of the MLC Health Care Program for Hourly Employees (the "MLC Plan") as applicable to retiree members of the Covered Group as it existed on July 10, 2009. The claims described in this Paragraph 4 shall be paid by either GMCo or MLC as may be determined between GMCo and MLC. As of January 1, 2010, all obligations by either GMCo or MLC to provide retiree health care in accordance with the GM Hourly Plan shall cease and be forever terminated. A claim is deemed incurred for purposes of this Section as of the date treatment is provided, regardless of when such treatment was scheduled and regardless of whether such treatment was part of a continuation of related treatments.
5. Retiree Health Care Benefits - On and After January 1, 2010. For claims incurred on or after January 1, 2010, GMCo will provide retiree health care to eligible IUE-CWA or USW retirees as follows and MLC shall have no liability or responsibility thereafter:
 - a. GMCo will create a separate retiree health care plan with participation limited to eligible IUE-CWA and USW retirees and retirees affiliated with other Splinter Unions where those Splinter Unions elect, on a union-by-union basis, to participate on behalf of retirees and members who are similarly situated to the Covered Group with respect to health care in retirement and to be bound by the terms of a settlement agreement related to retiree health care and life insurance equivalent to those contained in this Settlement Agreement. It is understood that Splinter Union retirees are not eligible for the Pension Top-Up or Up-To-7 Years Accrual as contemplated by this Settlement Agreement. The term "Splinter Union" as used in this Settlement Agreement shall include the following, including any predecessor unions where applicable:
 - i. International Association of Machinists and Aerospace Workers;
 - ii. International Brotherhood of Electrical Workers;
 - iii. Michigan Regional Council of Carpenters, Local 687 and Interior Systems, Local 1045;
 - iv. International Brotherhood of Painters and Allied Trades of the United States and Canada, Sign & Display Union Local 59;
 - v. International Brotherhood of Teamsters;
 - vi. The International Brotherhood of Boilermakers;
 - vii. International Union of Operating Engineers;

- viii. United Catering Restaurant Bar & Hotel Workers; and
 - ix. With respect to any Splinter Union retirees where the union has failed or refused to accept appointment as the authorized representative pursuant to 11 USC § 1114, any committee appointed by the Bankruptcy Court as the authorized representative of such Splinter Union retirees.
- b. GMCo's obligation to make contributions toward retiree health care under this plan shall be fixed and capped at the specified level of expenditures on an average annual cost per contract basis for pre-Medicare Single coverage of \$4,640 and for pre-Medicare family coverage of \$9,030 (the "Cap"). The total value of health care benefits under this Settlement Agreement, inclusive of benefits paid under Paragraph 4 of this Settlement Agreement, is limited to an aggregate net present benefit value of \$467 million ("Aggregate Net Present Value") with respect to all eligible IUE-CWA, USW and Splinter Union participants. GMCo shall deliver the Aggregate Net Present Value to participants over time reduced on a proportionate basis with respect to Splinter Unions that elect not to participate and by amounts paid in accordance with Paragraph 5(f) ("Adjusted Value"). It is understood that GMCo's total obligation for the IUE-CWA, the USW and all Splinter Unions is limited to the Aggregate Net Present Value and that once it has been exhausted GMCo shall have no further obligation to make contributions toward health care for the Covered Group or for any covered members of Splinter Unions that elect to participate. It is further understood that the Aggregate Net Present Value shall be reduced on a proportionate basis with respect to Splinter Unions that elect not to participate. Spending against the Aggregate Net Present Value shall be determined by recording the annual health care benefit expenditures pursuant to this Settlement Agreement discounted at a rate of 7.2%. Participant contributions are not counted against the Aggregate Net Present Value and are not counted as part of the Caps in any year. At the point in time where GMCo's total amount paid reaches the Adjusted Value GMCo shall cease making any contributions toward health care for the Covered Group or covered members of Splinter Unions that elect to participate regardless of whether such participants otherwise satisfy plan eligibility criteria.
- c. The Aggregate Net Present Value was determined based upon an expected 92% rate of participation, resulting in a plan design generally in accordance with the description contained on Attachment A. Both the IUE-CWA and USW believe that the actual rate of participation will be less than 92%. The IUE-CWA and USW believe that a conservative estimate of the expected rate of participation is 82%. Therefore, GMCo agrees that it initially will configure plan design generally in accordance with the description contained on Attachment A, except that GMCo will presume a participant acceptance rate of 82% for IUE-CWA, USW and Splinter Unions that elect to participate and adjust the participant monthly contribution for 2010 to account for the estimated annual savings associated with the additional anticipated 10% of eligible participants that decline participation in the plan as offset by amounts paid to participants electing to opt-out. For 2011, after accounting for anticipated increases or decreases in health care costs, GMCo will determine the actual opt-out savings and actual amount of opt-out payments that occurred during the

2010 plan year and will adjust the 2011 plan design any differences resulting from an over or under estimation of the rate of participation or level of opt-out savings that occurred in 2010. Thereafter, GMCo will analyze and project retiree health care expenses on an annual basis, net of any additional opt-out related savings from the previous year and excluding any annual savings associated with those who previously opted-out but have since attained 65 years of age, at which time the participant would have lost eligibility for Retiree Health Care Benefits under this Settlement Agreement. GMCo will adjust the plan design as necessary to maintain benefit coverages within the Cap on an aggregate basis across both pre-Medicare single and pre-Medicare family coverage without reduction in the aggregate amount of annual Cap expenditures caused by participant's loss of eligibility to participate for reasons other than mortality or Medicare eligibility, at which time the participant would have lost eligibility for Retiree Health Care Benefits under this Settlement Agreement. For the avoidance of doubt, otherwise eligible individuals will no longer be eligible for Retiree Health Care Benefits under this Settlement Agreement upon attainment age 65 or if under age 65 upon becoming Medicare eligible, subject to rules governing end stage renal disease. For periods in which the Cap is exceeded, GMCo will make whatever plan design changes it deems necessary to recover the overpayment in the next plan year as well as to adjust for any anticipated increases in retiree health care costs in the next year. For periods in which the Cap has not been reached, GMCo will make whatever plan design changes it deems necessary to increase benefit levels to the extent of the Cap so they are distributed in the next plan year after adjusting for any anticipated increases in retiree health care costs in the next year.

- d. GMCo will bear all costs of plan administration.
- e. The IUE-CWA and USW may create an advisory committee and appoint members thereof; such advisory committee shall also include representatives of other Splinter Unions that have elected participation in accordance with this Settlement Agreement who wish to participate and who appoint their own representative members. If created, GMCo will advise the advisory committee reasonably prior to the implementation of any such adjustments of anticipated plan design adjustments deemed necessary to maintain benefit coverages within the Cap along with its rationale for any such adjustments. The advisory committee may provide advice and counsel with respect to any such adjustments, provided that GMCo may in its sole discretion accept or reject any such advice and that the process of involving the advisory committee shall not delay the ordinary and customary implementation of plan design alterations deemed necessary by GMCo to reflect the constraints of the Cap. The creation and operation of the advisory committee shall be at the expense of the unions participating in such committee and GMCo shall have no obligation to pay or to defray any cost or expense associated with creation of the committee or its operations or activities.
- f. Prior to January 1, 2010, the GMCo will initiate a one-time option for participants represented by the IUE-CWA, the USW and Splinter Unions that elect to participate to elect to voluntarily decline participation in the plan and in exchange for a monetary buyout in the amounts set forth on the Opt-Out Payment Schedule on Attachment D

hereto. Thereafter, the one-time option will be offered to eligible retirees at the inception of their participation in the plan. All elections to opt-out of the plan are final and cannot later be revoked.

- g. With respect to contributions toward health care and life insurance in retirement pursuant to collective bargaining agreements between MLC and the IUE-CWA or the USW, MLC maintains that it had reserved the right to unilaterally amend, modify or terminate the respective plans or the benefits provided by those plans. The IUE-CWA and the USW maintain, however, that MLC did not effectively reserve such rights and that it was prohibited from unilaterally altering health care or life insurance for retirees. For purposes of this Settlement Agreement, the parties agree that GMCo's right to amend, modify or terminate the retiree health care or life insurance benefits set forth herein shall be to the same extent as existed under the applicable collective bargaining agreements between MLC and the IUE-CWA or the USW, respectively. Apart from any right that GMCo may retain as a consequence of any reservation by MLC of the right to amend, modify or terminate health care in retirement, the parties agree that GMCo shall have the right to modify or amend the plan design in order to implement the Cap as set forth in this Settlement Agreement.
 - h. The IUE-CWA, USW, Splinter Unions that elect to participate and all retirees/members within the scope of this agreement will not in the future seek to negotiate any modifications or changes to the health care benefits provided by GMCo.
 - i. All obligations of MLC, the MLC Plan and any other MLC entity or benefit plan for health care in retirement for members of the Covered Group or any other person claiming entitlement to health care in retirement pursuant to an IUE-CWA or USW collective bargaining agreement other than as set forth herein shall be forever terminated as of the Effective Date.
6. Basic Life Insurance: Effective the first of the month following the Effective Date, GMCo will provide Basic Life Insurance in retirement to eligible IUE-CWA and USW retirees in the maximum fixed amount of \$10,000 as provided for in attachment B of the Closure Agreement as modified according to Attachment B to this Settlement Agreement. Retirees whose basic life insurance coverage is below \$10,000 will remain at the lower amount. Current active employee members of the IUE-CWA will have Basic Life Insurance in the fixed amount of \$10,000 effective upon the date of retirement. MLC shall have no responsibility or liability for such insurance. The IUE-CWA, USW or included members/retirees will not in the future seek to negotiate any modifications or changes to the life insurance coverages provided by GMCo. All obligations of MLC, the MLC Plan and any other MLC entity or benefit plan for basic life insurance for the included members/retirees arising from any GM-IUE-CWA or GM-USW collective bargaining agreement shall be forever terminated as of the Effective Date.
7. Covered Group: The retiree health care and life insurance commitments shall apply to the "Covered Group," which shall mean:

- a. MLC employees who were represented regarding the terms and conditions of their employment with MLC by the IUE-CWA or the USW and who retired from MLC under circumstances such that they were eligible for MLC contributions toward their health care and life insurance in retirement according to the terms of an IUE-CWA or USW collective bargaining agreement with MLC in effect at the time of their retirement, and their eligible spouses, surviving spouses and dependents;
- b. All active MLC employees (including those on a leave from which they are eligible to retire from MLC) who are represented with respect to the terms and conditions of their employment with MLC by the IUE-CWA and who transfer to GMCo pursuant to GMCo's assumption of the Moraine Closure Agreement pursuant to this Settlement Agreement and who retire from GMCo under circumstances such that considering their combined MLC and GMCo service they would have qualified for MLC contributions toward health care and life insurance in retirement as determined according to criteria for such eligibility as existed in the 2003 GM-IUE-CWA National Agreement, and their eligible spouses, surviving spouses and dependents;
- c. All Delphi employees who were represented with respect to the terms and conditions of their employment with Delphi by the IUE-CWA and who applied for employment consideration with MLC under the terms of the Special Employee Placement Opportunities ("SEPO") agreement, which is Attachment G to the August 5, 2007 GM, Delphi, IUE-CWA Memorandum of Understanding, and who were hired by MLC into a UAW Represented MLC Plant in accordance with the terms of the SEPO agreement and who retired from MLC or who transfer to GMCo and retire from GMCo, under circumstances such that considering their combined Delphi, MLC and GMCo service they would have qualified for corporate contributions toward health care and life insurance in retirement as determined according to criteria for such eligibility as existed in the 2003 GM-IUE-CWA National Agreement, and their eligible spouses, surviving spouses and dependents;
- d. All Delphi employees who were represented with respect to the terms and conditions of their employment with Delphi by the IUE-CWA and who are within the definition of "Covered Employees" as that term is used in Section 17.A. of the Attachment B to the IUE-Delphi-GM Memorandum of Understanding Delphi Restructuring dated August 5, 2007 or who were represented by the USW and who are within the definition of "Covered Employees" as that term is used in Section 17.A. of the Attachment B to the USW-Delphi-GM Memorandum of Understanding Delphi Restructuring dated August 16, 2007, and who satisfy the criteria described therein such that upon their retirement they would have qualified for contributions toward health care and life insurance in retirement from GM/MCL, and their eligible spouses, surviving spouses and dependents;
- e. The term "surviving spouses" shall include surviving spouses of a Covered Group retiree as well as surviving spouses of Covered Group active employees who died or die prior to retirement under circumstances such that at the time of death the employee would have been eligible to retire under circumstances meeting any of the Covered Group classifications (a, b, c and d).

8. Assumption of the Moraine Closure Agreement: As of the Effective Date, GMCo will assume the terms and conditions of the Closure Agreement but only as modified during these negotiations as set forth on Attachment C. Assumption of the terms and conditions of the Closure Agreement shall not constitute assumption of MLC's pre-Closing Liabilities under the Closure Agreement or assumption of any collective bargaining agreements outside the scope of the Closure Agreement, including, without limitation, memorandums of understanding regarding Delphi restructuring.
9. Release: Except as related to claim arising from an alleged breach of obligations set forth herein, as of the Effective Date, the IUE-CWA, the USW and all Covered Employees and members of the Covered Group and all persons claiming entitlement to health care or life insurance in retirement pursuant to an IUE-CWA or USW collective bargaining agreement release and forever discharge GMCo, its predecessors and its current or former officers, directors, employees, agents, subsidiaries, affiliates, and any and all of its welfare and pension benefit plans and their fiduciaries, with respect to any and all rights, claims or causes of action that any of them have or hereafter may have, whether known or unknown, suspected or unsuspected, concealed or hidden, arising out of, based upon or otherwise related to any claim arising out of their employment with MLC, including, without limitation, alleged breaches of a collective bargaining agreement, the Combs Settlement, concerning any alleged entitlement to health care in retirement, any alleged entitlement to life insurance in retirement, and any claim the basis for which is predicated upon an allegation that GMCo is a successor to MLC. The term "collective bargaining agreement" is intended to have the broadest possible interpretation, inclusive of any and all national agreements or memorandums of understanding entered between MLC and the IUE-CWA or MLC and the USW, or their predecessors, whether individually or collectively, written or oral or as a matter of custom and practice.
10. Waiver and Release: Other than as set forth in paragraph 3 with respect to the Allowed Claim, the IUE-CWA and USW as authorized Bankruptcy Code section 1114 and 1113 representatives withdraw with prejudice all claims filed or otherwise made against GM or MLC and their subsidiaries, and their employees, officers, directors and agents, relating to retiree health care benefits and basic life insurance and pursuant to any GM-IUE-CWA and GM-USW collective bargaining Agreements or otherwise, and agree not to bring any such claims in the future, and furthermore, on their own behalf and on behalf of all represented members/retirees, release and forever discharge MLC, and its current or former officers, directors, employees, agents, subsidiaries, affiliates and any and all of its welfare and pension benefit plans and their fiduciaries, with respect to any and all rights, claims or causes of action that any of them have or hereafter may have, whether known or unknown, suspected or unsuspected, concealed or hidden, arising out of, based upon or otherwise related to any claim arising out of their employment with MLC, including, without limitation, alleged breaches of a collective bargaining agreement, the Combs Settlement, any alleged entitlement to health care in retirement, and any alleged entitlement to life insurance in retirement.
11. The Order to be presented to the Bankruptcy Court approving this Settlement Agreement shall include a release from all liability of the Communications Workers of America, the IUE-CWA and USW and their local unions and any Splinter Union that elects to participate,

including each of their current and former officers, members, employees, advisors, attorneys, accountants, investment bankers, consultants, agents and other representatives in connection with or related to the MLC Chapter 11 Case, the formulation, preparation, negotiation, dissemination, implementation, administration, or consummation of this Settlement Agreement, or any Section 1113 or Section 1114 proceedings.

12. Appeal: The IUE-CWA shall withdraw all appeals with respect to bankruptcy court approval of the sale of substantially all MLC's assets to GMCo.
13. Effective Date: This Settlement Agreement is expressly conditioned upon approval of the Bankruptcy Court in the MLC Chapter 11 Case. The Effective Date of this Settlement Agreement shall be the date upon which an Order approving this Settlement Agreement in all material respects and in a form reasonably satisfactory to the parties, is entered by the Bankruptcy Court; provided, however that if such Order is overturned on appeal or otherwise such that there is or may be a material negative impact on the rights, obligations or benefits provided hereunder to the Parties hereto, the party experiencing the material negative impact may terminate this Settlement Agreement upon 30 days' written notice to the other parties and the rights and obligations of all parties shall revert to the status quo ante as if this Settlement Agreement had never been entered.
14. Dispute Resolution: Any controversy or dispute arising out of or relating to, or involving the enforcement, implementation, application or interpretation of this Settlement Agreement may be asserted only by GMCo, MLC, IUE-CWA or USW. The Order approving this Settlement Agreement will provide that the Bankruptcy Court will retain jurisdiction to resolve any disputes regarding the enforcement, implementation, application or interpretation of this Settlement Agreement. In the event that the bankruptcy case has been closed or dismissed, the parties agree that any necessary litigation to resolve such disputes shall be brought before the U.S. District Court for the Eastern District of Michigan (the "Court"). Each of the parties hereto expressly and irrevocably submits to the jurisdiction of the Bankruptcy Court or the Court, as applicable, and expressly waives any argument it may have with respect to venue or forum non conveniens. Nothing in this Settlement Agreement precludes members of the Covered Group, in connection with disputes arising out of the plan, from pursuing appropriate judicial review regarding disputes after exhaustion of administrative remedies.
15. Integration: This Settlement Agreement constitutes the entire agreement between the parties regarding the matters set forth herein, and no representations, warranties or inducements have been made to any party concerning this Settlement Agreement, other than representations, warranties and covenants contained and memorialized in this Settlement Agreement. This Settlement Agreement supersedes any prior understandings, agreements or representations by or between the parties, written or oral, regarding the matters set forth in this Settlement Agreement.
16. Counterparts: This Settlement Agreement may be executed in two or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the parties to this Settlement Agreement shall exchange among themselves original signed counterparts.

17. Assignment: Except as otherwise expressly stated herein, no party to this Settlement Agreement may assign any of its rights hereunder without the prior written consent of the other parties, and any purported assignment in violation of this sentence shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
18. Cooperation: Each of the parties hereto shall do any and all acts and things, and shall execute and deliver any and all documents, as may be necessary or appropriate to effectuate the purposes of this Settlement Agreement.
19. IUE Actuarial Professional Fees – VEBA negotiations: GMCo will reimburse the IUE-CWA for amounts necessarily incurred and actually paid to actuarial experts for purposes of evaluating the prospect of entering a VEBA settlement agreement between General Motors Corporation and the IUE-CWA during the period April 1, 2008 through December 31, 2008 upon submission of paid invoices up to a an aggregated maximum for all such invoices of \$70,000.
20. Definitions:
 - a. Adjusted Value - The term “Adjusted Value” shall have the meaning ascribed to it in Paragraph 5(b) of this Settlement Agreement.
 - b. Aggregate Net Present Value - The term “Aggregate Net Present Value” shall have the meaning ascribed to it in Paragraph 5(b) of this Settlement Agreement.
 - c. Allowed Claim - The term “Allowed Claims” shall have the meaning ascribed to it in Paragraph 3 of this Settlement Agreement.
 - d. Bankruptcy Code - The term “Bankruptcy Code” shall have the meaning ascribed to it in the first paragraph of the preamble to this Settlement Agreement.
 - e. Bankruptcy Court - The term “Bankruptcy Court” shall have the meaning ascribed to it in the second paragraph of the preamble to this Settlement Agreement.
 - f. Cap - The term “Cap” shall have the meaning ascribed to it in Paragraph 5(b) of this Settlement Agreement.
 - g. Combs - The term “Combs” shall have the meaning ascribed to it in the second paragraph of the preamble to this Settlement Agreement.
 - h. Combs Settlement - The term “Combs Settlement” shall have the meaning ascribed to it in the second paragraph of the preamble to this Settlement Agreement.
 - i. Court - The term “Court” shall have the meaning ascribed to it in Paragraph 14 of this Settlement Agreement.
 - j. Delphi - The term “Delphi” shall have the meaning ascribed to it in the third paragraph of the preamble to this Settlement Agreement.

- k. Delphi Divested Operation - The term “Delphi Divested Operation” shall have the meaning ascribed to it in Paragraph 2(a) of this Settlement Agreement.
- l. Delphi HRP - The term “Delphi HRP” shall have the meaning ascribed to it in Paragraph 1 of this Settlement Agreement.
- m. Effective Date - The term “Effective Date” shall have the meaning ascribed to it in Paragraph 13 of this Settlement Agreement.
- n. Freeze Date - The term “Freeze Date” shall have the meaning ascribed to it in Paragraph 2(a) of this Settlement Agreement.
- o. GMCo - The term “GMCo” shall have the meaning ascribed to it in the first paragraph of the preamble to this Settlement Agreement.
- p. GMCo HRP - The term “GMCo HRP” shall have the meaning ascribed to it in Paragraph 2 of this Settlement Agreement.
- q. IUE-CWA -The term “IUE-CWA” shall have the meaning ascribed to it in the first paragraph of the preamble to this Settlement Agreement.
- r. MLC - The term “MLC” shall have the meaning ascribed to it in the first paragraph of the preamble to this Settlement Agreement.
- s. MLC Chapter 11 Case - The term “MLC Chapter 11 Case” shall have the meaning ascribed to it in the second paragraph of the preamble to this Settlement Agreement.
- t. MLC Plan - The term “MLC Plan” shall have the meaning ascribed to it in Paragraph 4 of this Settlement Agreement.
- u. Modified Plan - The term “Modified Plan” shall have the meaning ascribed to it in Paragraph 1(c) of this Settlement Agreement.
- v. PBGC - The term “PBGC” shall have the meaning ascribed to it in Paragraph 2(a) of this Settlement Agreement.
- w. Splinter Claims - The term “Splinter Claims” shall have the meaning ascribed to it in Paragraph 3 of this Settlement Agreement.
- x. SEPO - The term “SEPO” shall have the meaning ascribed to it in Paragraph 7(c) of this Settlement Agreement.
- y. Splinter Union - The term “Splinter Union” shall have the meaning ascribed to it in Paragraph 5(a) of this Settlement Agreement.
- z. Up-to-7-Effective Date - The term “Up-to-7-Effective Date” shall have the meaning ascribed to it in Paragraph 2(a) of this Settlement Agreement.

aa. USW - The term "USW" shall have the meaning ascribed to it in the first paragraph of the preamble to this Settlement Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Settlement Agreement to be executed by themselves or their duly authorized attorneys.

AGREED

General Motors Company

D Scott Alexander
By:

Date: 8/2/ 2009

Motors Liquidation Company

By:

Date: _____ 2009

IUE-CWA, the Industrial Division of the
Communications Workers of America, AFL-CIO,
CLC

By:

Date: _____ 2009

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and
Service Workers International Union, AFL-
CIO,CLC

By:

Date: _____ 2009

aa. USW - The term "USW" shall have the meaning ascribed to it in the first paragraph of the preamble to this Settlement Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Settlement Agreement to be executed by themselves or their duly authorized attorneys.

AGREED

General Motors Company

By: _____

Date: _____ 2009

Motors Liquidation Company

By: *J. J. Koen*

Date: SEPT. 10, 2009

IUE-CWA, the Industrial Division of the
Communications Workers of America, AFL-CIO,
CLC

By: _____

Date: _____ 2009

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and
Service Workers International Union, AFL-
CIO,CLC

By: _____

Date: _____ 2009

aa. USW - The term "USW" shall have the meaning ascribed to it in the first paragraph of the preamble to this Settlement Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Settlement Agreement to be executed by themselves or their duly authorized attorneys.

AGREED

General Motors Company

By: _____

Date: _____ 2009

Motors Liquidation Company

By: _____

Date: _____ 2009

IUE-CWA, the Industrial Division of the
Communications Workers of America, AFL-CIO,
CLC

By:  _____

Date: 9/3/ 2009

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and
Service Workers International Union, AFL-
CIO, CLC

By: _____

Date: _____ 2009

aa. USW - The term "USW" shall have the meaning ascribed to it in the first paragraph of the preamble to this Settlement Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Settlement Agreement to be executed by themselves or their duly authorized attorneys.

AGREED

General Motors Company

By: _____

Date: _____ 2009

Motors Liquidation Company

By: _____

Date: _____ 2009

IUE-CWA, the Industrial Division of the
Communications Workers of America, AFL-CIO,
CLC

By: _____

Date: _____ 2009

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and
Service Workers International Union, AFL-
CIO,CLC

By: _____

Date: 09/03 2009

SETTLEMENT AGREEMENT – ATTACHMENT A
 General Description of Retiree Medical Plan¹

The following reflects a general description of the level of Retiree Medical Benefit coverage contemplated as of January 1, 2010:

Plan Offering	<ul style="list-style-type: none"> • Nationwide HSA-qualified PPO
Monthly Contributions Supporting a total OPEB liability of \$467 million for IUE/USW/Other Splinter Unions	<ul style="list-style-type: none"> • \$95 (single) • \$140 (two) • \$180 (three or more)
Annual Deductible	<ul style="list-style-type: none"> • \$2,500 (single) • \$5,000 (family) (single member may satisfy)
Medical Co-Insurance (after deductible)	<ul style="list-style-type: none"> • 20% (in-network) • 40% (out of network)
Out-of-Pocket Maximum	<ul style="list-style-type: none"> • \$3,500 (single) • \$7,000 (family) (single member may satisfy)
Behavioral Health (after deductible)	<ul style="list-style-type: none"> • Same as medical.
Rx Retail (after deductible)	<ul style="list-style-type: none"> • 20% (in-network) • 40% (out-of-network)
Rx Mail (after deductible)	<ul style="list-style-type: none"> • 20% (in-network) • 40% (out-of-network)
Vision Program	No longer offered.
Dental Program	No longer offered.
Coverage Termination (Participant level)	<ul style="list-style-type: none"> • Retirees, surviving spouses, and eligible dependents who are age 65 or older, and • Retirees, surviving spouses, and eligible dependents who are under age 65 but eligible for Medicare.

¹ This plan description is provided as a general description of the plan design anticipated to be within the limits of the Caps which support a \$467 million total liability to be measured from 7/10/2009 forward using an annual discount rate of 7.2%.

ATTACHMENT B IUE-CWA
Modifications to the 2003 Supplemental Agreement - Life and Disability Benefits Program

The following is a list of proposed changes to the Life and Disability Benefits Program:

Sickness and Accident (S&A) and Extended Disability Benefits (EDB)

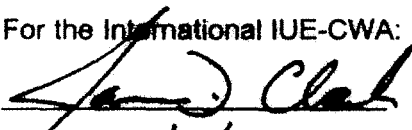
- For an employee to be deemed to be wholly and continuously disabled under the provisions of Article II, Section 6(a) and Article II, Section 7(a), the employee must provide medical evidence, satisfactory to the Carrier (third party administrator) that substantiates total disability, i.e., medical substantiation. Absent medical information that substantiates total disability, the employee's claim for benefits under the Program will be denied. This will be effective for all employees' currently on a disability leave or any future disability leaves. New claim forms will be created for this process and will be distributed to all employees on claim.

Basic Life, Extra Accident, and Survivor Income Benefit Insurance

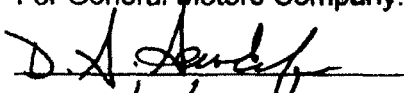
- Article II, Section 1 – eliminate Continuing Life at age 65 from schedule – Article II, Section 1 will only pertain to employees prior to retirement.
- Article II, Section 2 – eliminate Continuing Life at age 65. Article II, Section 2 will only pertain to employees after retirement. Basic Life Insurance amount will be a maximum of \$10,000 for all current retirees and future retirees.
- Article II, Section 3 – eliminate Extra Accident Insurance for all current retirees and future retirees.
- Miscellaneous modifications that relate to changes for Basic Life

Article III, Section 3(e)
Article III, Section 4(b) and (c)
Article IV, Section 1(c)

For the International IUE-CWA:


Dated: 9/3/09

For General Motors Company:


9/3/09

SETTLEMENT AGREEMENT ATTACHMENT C

Agreement between General Motors Company and the IUE-CWA, the Industrial Division of the Communications Workers of America, AFL-CIO and its Local Union 798

This Agreement shall constitute an Addendum to the 2008 Moraine Closure Agreement.

The following paragraphs, documents, and memoranda contained in the 2008 Moraine Closure Agreement shall be amended as follows:

- Cost of Living payable, Paragraphs (65d) – (65f) is eliminated
- Performance Bonus Payments, Paragraph (65)(b)(2) is eliminated
- Individual Upward Educational Plan, Document 21 is eliminated December 31, 2009
- Retiree Individual Upward Educational Plan, Document 25 is eliminated December 31, 2009
- IUE-CWA-GM Scholarship Program For Dependent Children, Document 57 is eliminated December 31, 2009
- Section 5 of the Closure Agreement relating to Supplemental Unemployment Benefit (SUB) is modified (See Attachment A)
 - Note the provisions identified above were edited similar in scope to those edited with the UAW
- Section 16 of the Closure Agreement is eliminated
- Joint Activities, Document 73 is modified to reflect a final settlement of \$450,000 to be paid with installments of \$225,000 in the first quarter 2010 and \$225,000 in the first quarter of 2011
- Memorandum of Understanding Moraine Assembly Closure Agreement Special Attrition Program
Option 5 "Special Employee Hiring Opportunities GM-IUE-CWA Moraine Assembly Plant" is eliminated for General Motors Company. Those employees who elected Option 5 will be allowed to rescind their application in accordance with the Option 5 provisions during a two (2) week time period identified by Management. Employees who do not rescind their application will remain on layoff with applicable SUB.
- Life and Disability Benefits Program (See Attachment B)

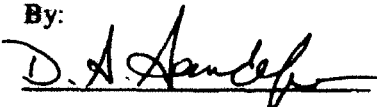
The parties agree that the provisions of the 2008 Moraine Closure Agreement not amended by these negotiations, the Term Sheet or the General Motors Company- IUE-CWA Settlement Agreement shall remain in force as outlined in the Closure Agreement.

General Motors Company


IUE-CWA

Industrial Division of
The Communications Workers of
America, AFL-CIO and its Local 798

By:



By:


_____ 9/3/09

Dated:

9/3/09

SETTLEMENT AGREEMENT - Attachment C continued

IUE-CAW


**Modifications to the 2003 Supplemental Unemployment Benefit Plan and
Guaranteed Income Stream Programs
Attachment A**

This document further modifies the (10/16/08) Closure Agreement and the Supplemental Unemployment Benefit Plan and Guaranteed Income Stream Program Closure Agreement 8/23/08 Closure Agreement - Attachment B.

For employees who remain on layoff as of the effective date of this Agreement (7/23/08), and who are eligible for 104 weeks of SUB benefits as provided for in the Supplemental Unemployment Benefit Plan and Guaranteed Income Stream Program Closure Agreement 8/23/08 Closure Agreement - Attachment B, the SUB benefit for weeks 53 through 104, if eligible, will be calculated as follows:

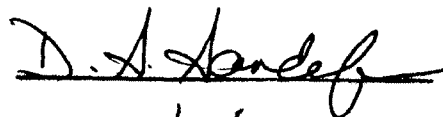
- The weekly benefit payment will be 50% of the employee's gross weekly wages, based on a 40-hour week, less any Unemployment Compensation and applicable taxes.

For the International IUE-CWA:



9/3/09

For General Motors Company:



9/3/09

Dated:

SETTLEMENT AGREEMENT – Attachment C continued

ATTACHMENT B IUE-CWA
Modifications to the 2003 Supplemental Agreement - Life and Disability Benefits Program

The following is a list of proposed changes to the Life and Disability Benefits Program:

Sickness and Accident (S&A) and
Extended Disability Benefits (EDB)

- For an employee to be deemed to be wholly and continuously disabled under the provisions of Article II, Section 6(a) and Article II, Section 7(a), the employee must provide medical evidence, satisfactory to the Carrier (third party administrator) that substantiates total disability, i.e., medical substantiation. Absent medical information that substantiates total disability, the employee's claim for benefits under the Program will be denied. This will be effective for all employees' currently on a disability leave or any future disability leaves. New claim forms will be created for this process and will be distributed to all employees on claim.

Basic Life, Extra Accident, and
Survivor Income Benefit Insurance

- Article II, Section 1 – eliminate Continuing Life at age 65 from schedule – Article II, Section 1 will only pertain to employees prior to retirement.
- Article II, Section 2 – eliminate Continuing Life at age 65. Article II, Section 2 will only pertain to employees after retirement. Basic Life Insurance amount will be a maximum of \$10,000 for all current retirees and future retirees.
- Article II, Section 3 – eliminate Extra Accident Insurance for all current retirees and future retirees.
- Miscellaneous modifications that relate to changes for Basic Life

Article III, Section 3(e)
Article III, Section 4(b) and (c)
Article IV, Section 1(c)

For the International IUE-CWA:

9/3/09
Dated: _____

For General Motors Company:

9/3/09

SETTLEMENT AGREEMENT - ATTACHMENT D

Opt-Out Payment Schedule

AGE	SINGLE	FAMILY
64	\$1,120	\$2,180
63	\$2,165	\$4,214
62	\$3,140	\$6,112
61	\$4,050	\$7,882
60	\$4,898	\$9,533
59	\$5,690	\$11,073
58	\$6,428	\$12,509
57	\$7,116	\$13,850
56	\$7,759	\$15,100
55 & Below	\$8,358	\$16,266

- 1) The amount payable during the initial one-time option referenced in Paragraph 5(f) of the Settlement Agreement shall be based upon retiree or surviving spouse age and coverage status (i.e. single/family) as of January 1, 2010.
- 2) The amount payable for those retiring after the Effective Date shall be based upon retiree or surviving spouse age and coverage status as of the date of retirement.
- 3) Eligibility for an opt-out election is limited to retirees and surviving spouses of the Covered Group who are under age 65 and to dependents aged 18 to 24 of a retirees or surviving spouses of the Covered Group who are age 65 or older where the dependant qualifies for continued coverage under the plan terms due to status as a full time student (Student-Dependent). The Student-Dependent opt-out payment shall be determined according to the "Single" benefit amount based upon the number of years until the Student-Dependent reaches age 24. For example, for a Student-Dependent aged 22 the "Single" benefit amount associated with age 63, above, would apply, representing two years of coverage remaining until the student-dependent reaches age 24. Although non Student-dependents will continue to qualify for coverage under the terms of this agreement they are not eligible for an opt-out payment. The amount payable for the initial one-time option for Student-Dependents as described herein shall be based on their age and status as of January 1, 2010. The amount payable to Student-Dependents of age 65 or over Covered Group members who retire after the Effective Date shall be based upon the Student-Dependant's age and status as of the date that such Covered Group member retires. In instances where there are two or more student-dependents under the same Covered Group sponsor, they each will qualify for a "Single" opt-out payment as applicable.

- 4) Retirees or surviving spouses of the Covered Group who are members of the same family where each has or will have opt-out eligibility based upon retiree status each shall be entitled to a "Single" opt-out benefit only, regardless of the timing of their respective election. For example, where A and B are married and both are members of the Covered Group and A is currently retired and B is a current GMCo employee who upon retirement would be eligible to make an opt-out election, then A is entitled to a "Single" benefit payment upon exercise of the one-time voluntary election to opt-out and B is entitled to a "Single" benefit payment upon exercise of the one-time voluntary election to opt-out upon retirement, but neither is eligible to receive a "Family" benefit payment.

EXHIBIT B

	<u>UNION</u>	<u>PERCENTAGE SHARE</u>
1.	IUE-CWA	79.39%
2.	USW	14.73%
3.	International Association of Machinists and Aerospace Workers	4.32%
4.	International Brotherhood of Electrical Workers	0.42%
5.	Michigan Regional Council of Carpenters, Local 687 and Interior Systems, Local 1045	0.29%
6.	International Brotherhood of Painters & Allied Trades of the U.S. and Canada, Sign & Display Union Local 59	0.09%
7.	International Brotherhood of Teamsters	0.25%
8.	International Brotherhood of Boilermakers	0.10%
9.	International Union of Operating Engineers	0.18%
10.	United Catering Restaurant Bar & Hotel Workers	0.23%