

Jeanine Buckley
175 West 90th Street #5-C
New York, New York 10024
212 874 2605

June 29, 2009

United States Bankruptcy Court
Southern District of New York
One Bowling Green, New York, NY 10004

Re: Objection to GM Master Sale & Purchase Agreements
Case # 09-50026 (Chapter 11)

Dear Mr. Vito Menno:

Enclosed is my objection
to the master sale & purchase agreement
with attached Exhibits. For your
information I was just notified by
mail of the hearing on 6/30/09 and have
not heard the material. I was informed that
it would arrive on 6/27/09 -- so far it has not arrived.
Please accept my unedited and untyped material.
Thank you - Jeanine Buckley

FILED
U.S. BANKRUPTCY COURT
S.D. OF N.Y.
JUN 29 P 4:44

①

United States Bankruptcy Court

IN RE

Chapter 11 Case NO.
09-50024 (REG)

General Motors Corp., et al.,

Debtors

Notice of Objection to Sale
Hearing to sell all of Debtors
Assets pursuant to Master
Sale and purchase Agreement
with Vehicle Acquisition Holdings LLC,
A US Treasury-Sponsored purchaser

Please take notice that, I
Jeanine (Erma) Buckley disagree
with the sale and disolve of GM
Corporation to the Federal Government
as a purchaser with public funds
without consideration of the debt
owed by GM to a consumer who
for the past 13 years has suffered
and been punished by GM
actions, violations, interference with due
Process of the law by way of their

②

Treatment of the public and innocent consumers such as myself who were unable to find legal help (with GM tactics of fear to anyone that attempt to stand up against their corporation when the product is faulty) when the product did not perform as per warranty by their own liability purchase agreement.

I, Jeanine Buckley was in litigation for 13 years including the investigation, Accident and the traumatic experience in court alone with the Abuse, and GM intimidation of anyone party such as dealerships, insurance company witness and the legal system such as the Courts. These are not my imagination but a true and personal experience, these are factual statements. Further information maybe substantiated if required. I would ASK the Bankrupt Judge to at least order

(3)

Gm to pay all of my expenses accumulated during the investigation and litigation from the terrible accident with my 1996 8-10 Blazer on August 20, ~~1996~~ 1996. The issue was steering and brake problems, I was abused by the Judges on the case, such as the magistrate beginning in 1998 until the end of the case 12/10/08. The Trial judge became Gm Attorney and prevented the law from taking its course on my behalf. I am still traumatized and fearful of any Gm vehicles. Just was not served in my experience of Gm products. The Courts were biased.

The statement made in this documents are not out of anger but disappointment and suffering for a vehicle purchased and under warranted when the breaks failed and my son + self was injured with no compensation replace mode of transportation given. Both my son and, I have been permanent scared. I suffer everyday of my life.

#

In summary I ask the court to please take into consideration the long period of litigation and suffering I and my son endured during the period of 1996 - 2009. We deserved some form of compensation for the pain, suffering and humiliation endured simply because a Blazer was purchased to get him through college. I'm asking for at least compensation and psychotherapy/medical expenses paid. See exhibits attached.

United States Bankruptcy Court
Southern District of New York
Gm case # 09-50024

Objection on behalf of Creditors

Exhibits enclosed

- 1) Bill of Sales (Heofner Motors)
- 2) Complaint
- 3) Photo of Wrecked Blazer
- 4) Recall Info NHTSA
- 5) Copy of National Highway Traffic Safety
Administrator report (pg. 46 of 89)
- 6) New York law as used by
plaintiff to defend her claim
due the fact Gm removed her asset
- 7) Appeals Summary order 2003
- 8) Appeal court decision 2008

United States Bankruptcy Court
Southern District of New York
Gm case # 09-50026

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due the fact Gm removed her expert
- 7) Appeals summary and/or 2003
- 8) Appeal court decision 2008

**CAR INVOICE
BILL OF SALE**

CHEVROLET
CORSICANA

HEAFNER MOTORS
"The Chief Wheel Dealer"
Highway 6 West P.O. Box 629
MEMPHIS, MISSISSIPPI 38106
83-7631 Memphis Line 523-1868

CHRYSLER
PLYMOUTH
DODGE
DODGE TRUCK



ADJ. 06
VIN 1GNCS13W8T2169616
NEW OR USED
NEW 6 4 GREEN
KEY NOS. RKAA RKAA

GROUP DESCRIPTION PRICE TYPE
LIEN HOLDER **GMAC** TYPE
ADDRESS **P O BOX 12469 JACKSON MS 39236** AMOUNT DATE OF LIEN

THE UNDERSIGNED DEALER HAS THIS DAY SOLD UNDER CONDITIONAL SALES CONTRACT TO THE ABOVE NAMED PURCHASER, THE HEREINAFORE DESCRIBED MOTOR VEHICLE, WARRANTIES AND COVENANTS THAT THE UNDERSIGNED DEALER IS THE LAWFUL OWNER THEREOF WITH A GOOD RIGHT TO SELL SAME, THAT THERE IS NO LIEN OR ENCUMBRANCE THEREON, EXCEPT CONDITIONAL SALES CONTRACT OR CHATTEL MORTGAGE, SIGNED BY ABOVE PURCHASER AND UNDERSIGNED WILL WARRANT AND DEFEND TITLE AGAINST ALL PERSONS EXCEPT LIENHOLDERS.

Heafner
HEAFNER MOTORS, INC.
SWORN TO AND SUBSCRIBED AND ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 19____
NOTARY PUBLIC IN AND FOR COUNTY OF _____ STATE OF MISSISSIPPI

MY COMMISSION EXPIRES _____ NOTARY PUBLIC
NAME OF FINANCE COMPANY:

HEAFNER MOTORS, INC.
DISCLAIMER OF WARRANTY
"All expressed warranties, if any, by a manufacturer or supplier are theirs, not the dealers, unless otherwise provided in writing and furnished to the buyer by the dealer. Mississippi's implied warranty law may give the buyer additional rights."

YEAR MAKE MODEL VEHICLE IDENT. OR SERIAL NO.
USED CAR TRADED
BODY COLOR

DATE	01/03/96	INVOICE NO.	24617	STOCK NO.	8411
DESCRIPTION	SALE				

NEW CAR SALES				
NEW TRUCK SALES				
USED TRUCK-RETAIL				
USED TRUCK-WHOLESALE				
USED PASS.-RETAIL				
USED PASS.-WHOLESALE				
NEW CAR INVENTORY				
NEW TRUCK INVENTORY				
OTHER INCOME				
M/C M/B				
G/M C/P				
CHRYSLER SERVICE CONTRACT				
CREDIT LIFE & A & H				
SALES TAX				
FINANCING				
INSURANCE-COLLISION				
DEPOSIT				
CASH ON DELIVERY				
LIEN PAYOFF				
USED CAR ALLOWANCE PAYMENTS				
MONTHS				
DOLLARS				
PER MONTH				
TOTAL CASH PRICE				
TOTAL TIME PRICE				
TOTAL				

Always Bring Your Car Here For Factory Authorized Service

REG. 02/03/96

993.4 PER MONTH

29665.90

23631.95

5973.95

1124.95

1948

10.00

22497.00



p3-

X

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK

Erma Jeanine Buckley

Plaintiff,

Index No. 984d587

-against-

General Motors Corporation,

COMPLAINT

Defendant

-----X

TO THE SUPREME COURT OF THE STATE OF NEW YORK

The complaint of the plaintiff, Erma Jeanine Buckley, respectfully shows and alleges as follows:

1. The plaintiff herein, Erma Jeanine Buckley, is a resident of the State of New York. Ms. Buckley resides at 175 West 90th Street, Apartment 5-C, New York, New York 10024.

2. The defendant herein, General Motors Corporation, has a principal place of business at 767 5th Avenue, New York, New York 10019. Defendant is engaged in the business of manufacturing automobiles.

3. Plaintiff Buckley desire to have General Motors Corporation held responsible for a defective product designed and built by General Motors Corporation known as a new 1996 Blazer purchased by Ms. Buckley.

4. On August 20, 1996, Plaintiff and son were travelling on route 81 South near Kingsport, Tennessee, when the brake system on the 1996 Blazer gave way. The Blazer rolled over five (5) times, caught fire, causing injury to plaintiff and son. Plaintiff spent four (4) days at the Bristol, Tennessee,

hospital center under medical care. The injuries sustained included but not limited to fractured tailbone, hands, legs, feet, arms, knees, head, face, as well as psychologically damages that can never be repaired. The financial burden has caused stress, mental anguish and duress brought on by the accident. The treatment received from defendant was less than professional. Defendant was insensitive, uncaring, unconcern and most of all obstructed progress on the claim by removing parts from the vehicle and denying parts exist. Parts that were alleged to have caused plaintiff concern disappeared from the vehicle upon defendant investigation. Defendant refuse to give access to experts working on plaintiff behalf an opportunity to examine parts defendant removed from the vehicle. Letters were sent asking for information on the location of the missing parts obtained by defendant for investigation and defendant responded by silence. After months of phoning, written correspondence and persistence defendant finally responded by informing plaintiff that the only way plaintiff could receive information from defendant was through an injunction from the courts (a.k.a court order)

5. On January 28, 1998 plaintiff spoke with ESIS, defendant Insurance Company and was told that ESIS had closed the file on plaintiff concern. ESIS were a third party and could not assist plaintiff with further information as to the records obtained from the investigation. Plaintiff concluded that the only solution to the dilemma was through the court system.

6. Defendant failed to cooperate by with holding evidence, removing parts from the vehicle that had a claim in progress and refusing access to parts on the

vehicle plaintiff experts required in order to conclude their investigation.

7. By reason of the facts and circumstances stated above, defendant has denied access to plaintiff of information crucial to allegation that the vehicle caused plaintiff concern by defective brakes.

8. By reason of the facts and circumstances stated above, plaintiff has been damaged by defendant in the sum of \$10,000,000.

WHEREFORE, plaintiff demands judgment against defendant in the sum of \$10,000,000, plus interest from August 20, 1996, costs and disbursements, together with any other relief the courts finds to be just and proper.

Dated: May 11, 1998

Erma Jeanine Buckley
Plaintiff

Erma Jeanine Buckley
175 West 90th Street, Apartment 5-C
New York, New York 10024
212/595-9380

Instructions: Fill in the names in the box below, the index number and the date the index number was purchased. Complete all blanks in accordance with the directions set forth in bold print.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
Erma Jeanine Buckley,
[YOUR NAME(S)]

Index No. 98401587
Date the Index Number was
Purchased: _____

Plaintiff(s),

SUMMONS

- against -

GENERAL MOTORS CORPORATION
[NAME OF PERSON(S) SUED]

Defendant(s).

-----X
To the Person(s) Named as Defendant(s) Above:

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED to answer the complaint of the plaintiff(s) herein and to serve a copy of your answer on the plaintiff(s) at the address indicated below within 20 days after the service of this Summons (not counting the day of service itself), or within 30 days after service is complete if the Summons is not delivered personally to you within the State of New York.

YOU ARE HEREBY NOTIFIED THAT should you fail to answer, a judgment will be entered against you by default for the relief demanded in the complaint.

Dated: May 11, 1998
[DATE OF SUMMONS]

Erma Jeanine Buckley
[YOUR NAME(S)]
175 W 90th St #5-C
New York, New York 10024
[YOUR ADDRESS(ES) and
PHONE NUMBER(S)]

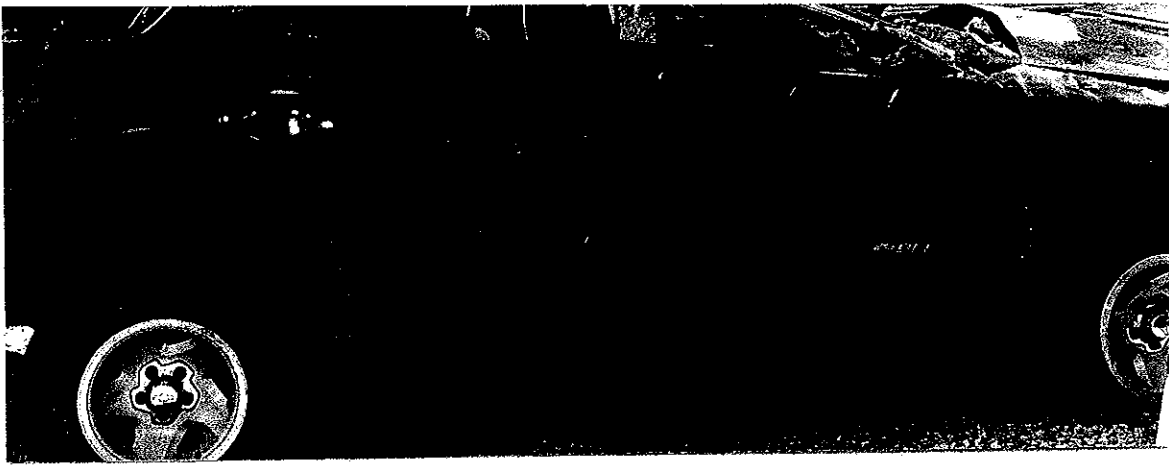
Defendant(s) Address: 767 5th Avenue, New York, NY 10019
[ADDRESS(ES) OF PERSON(S) SUED]

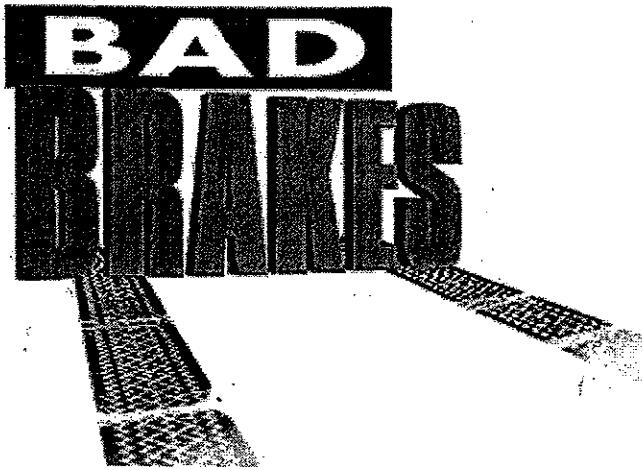
Venue: Plaintiff(s) designate(s) New York County as the place of trial. The basis of this designation is [CHECK ONE]:

- Plaintiff(s) Residence in New York County
- Defendant(s) Residence in New York County
- Other -- Describe: _____

NOTE: THIS FORM OF SUMMONS MUST BE SERVED WITH A COMPLAINT

SUMMONS





The Investigators take a look at allegations that a certain brand of anti-lock brakes installed on millions of General Motors vehicles may be defective.

Most Suburbans, Jimmys, Blazers, and S-10 pickups, made in the early 1990s use the Kelsey Hayes ABS. Seven separate class action lawsuits against GM and Kelsey Hayes have recently been consolidated into one national case. The lawsuit asks for a recall of the Kelsey Hayes RWAL (2-wheel anti-lock braking system) and some 4WAL systems. Even though a judge "sealed" the case because GM successfully argued that items inside the court documents are "trade secrets," The Investigators discovered the suit alleges:

- GM used an ABS system that was dangerous and defective.
- RWAL Extends the stopping distances of many vehicles.
- GM and Kelsey Hayes conspired to keep those facts from the public.
- GM is not living up to it's express and written warranties

The National Highway Traffic Safety Administration (NHTSA) is also investigating allegations of "poor brake performance" involving this system.

The federal government has received more than 7,000 complaints on the Kelsey Hayes system, including reports of 1,600 accidents and more than 500 injuries. An engineering study by NHTSA continues.

According to the court records, here is a partial list of GM vehicles that contain Kelsey Hayes ABS: *

Chevy S-10 and GM S-15 Sonoma pick-ups	1991-1996
Chevy Blazer and GMC Jimmy	1991-1996
Oldsmobile Bravada	1990-1995
Chevrolet Suburban and GMC Suburban	1992-1995
Chevy Astro and GMC Safari vans	1990-1995
Chevrolet Van; Sport Van; GMC Vandura; GMC Rally Vandura and Rally Van	1993-1995
*THIS MAY NOT BE A COMPLETE OR FINAL LIST OF VEHICLES.	

THIS IS THE NHTSA LISTING OF VEHICLE/EQUIPMENT PROBLEMS REPORTED BY CONSUMERS. THE SUMMARIES ARE EXTRACTED FROM STATEMENTS MADE BY CONSUMERS IN LETTERS AND/OR VEHICLE OWNER QUESTIONNAIRES WHICH WERE FORWARDED TO THE AGENCY. THE STATEMENTS ALLEGE PROBLEMS HAVE NOT BEEN VERIFIED BY THE AGENCY.

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION
OFFICE OF DEFECTS INVESTIGATION
OWNER REPORTS

Page 46 of 89

ODINO	Make	Model	Yr/No/Sz	Consumer Last Name	City	St	Zipcode	Complaint Date	Incident Date	Incl Inju Death	Mil Fir	Type	St	Complaint ID	
819191	CHEVROLET	TRUCK BLAZER	1996	Confidential				18-NOV-97	27-SEP-97		21000	N	EVOQ	Y 411936	
Description: WHEN DRIVING AT APPROXIMATELY VARIOUS SPEEDS ABS BRAKES WILL ENGAGE, WHEN GOING OVER A SMALL BUMP EFFECTS ABILITY TO STOP, ABOUT 2 CARS BEFORE COMING TO COMPLETE STOP. WHILE DRIVING OVER A BUMP, BRAKES FAILED, VEHICLE LOST CONTROL, RESULTING IN A CRASH. DEALER SAYS VEHICLE MEETS ALL THE PRESCRIBED STANDARDS. *AK Component Name BRAKES:HYDRAULIC:ANTI-SKID SYSTEM INOPERATIVE															
1GNDT13W2T2247907															
819221	CHEVROLET	TRUCK BLAZER	1996	Confidential				18-NOV-97				N	EVOQ	Y 411978	
Description: ABS BRAKES; WHEN APPLYING THE BRAKES IN A PANIC STOP, THE PEDAL GOES TO THE FLOOR AND THE BRAKES FAIL TO STOP THE VEHICLE. *AK Component Name BRAKES:HYDRAULIC:ANTI-SKID SYSTEM INOPERATIVE LOSS OF CONTROL, POOR DIRECTION															
1GNCF13M4T2129369															
819319	CHEVROLET	TRUCK BLAZER	1996	Confidential				20-NOV-97			20	N	EVOQ	Y 412093	
Description: ABS BRAKE PEDAL GOES TO FLOOR WHEN BRAKES WERE APPLIED WHICH RESULTED IN AN ACCIDENT. OWNER NOTES VEHICLE HAS AN EXTENDED STOPPING DISTANCE. CAUSE UNKNOWN. *AK Component Name BRAKES:HYDRAULIC:ANTI-SKID SYSTEM FADES LOSS OF CONTROL, POOR DIRECTION															
1GNDP13W7T2257185															
819458	CHEVROLET	TRUCK BLAZER	1996	Confidential				25-NOV-97	30-OCT-97	0	0	25000	N	EVOQ	Y 412251
Description: WHENEVER THE ABS BRAKES ARE APPLIED, THE VEHICLE WOULD NOT STOP. THE GAS PEDAL GOES TO THE FLOOR. VEHICLE STOPS FURTHER THAN USUAL. TOOK TO DEALER & COULD NOT FIND ANYTHING WRONG. *AK Component Name BRAKES:HYDRAULIC:ANTI-SKID SYSTEM INOPERATIVE FADES															
1GNCS13W5T2153776															
819501	CHEVROLET	TRUCK BLAZER	1996	Confidential				26-NOV-97	25-NOV-97		15	N	EVOQ	Y 412311	
Description: WHEN THE BRAKES ARE APPLIED THE PEDAL GOES TO THE FLOOR, RESULTING IN EXTENDED STOPPING DISTANCES. THE BRAKE PADS HAS BEEN REPLACED ON THE VEHICLE. THE DEALER HAS BEEN NOTIFIED. *AK Component Name BRAKES:HYDRAULIC:ANTI-SKID SYSTEM INOPERATIVE FADES															
1GNDT13M4T2187449															
520987	CHEVROLET	TRUCK BLAZER	1996	Confidential				03-OCT-97	01-FEB-97	0		N	LETTER	413643	
Description: ANTILOCK BRAKE FAILURE. Component Name BRAKES:HYDRAULIC:ANTI-SKID SYSTEM ERATIC OPERATION, POOR PERFORMA INOPERATIVE															
1GNDT13M4T2187449															

N.Y. Law

defendant's product in a reasonably foreseeable manner is sufficient to survive summary judgment. As this Court reads the relevant New York law, a plaintiff need not specify a particular defect.

New York law unequivocally states that a plaintiff need not present proof of a specific defect in order to prove causation.

[P]laintiff is not required to prove the specific defect, especially where the product is complicated in nature. Proof of necessary facts may be circumstantial. Though the happening of the accident is not proof of a defective condition, a defect may be inferred from proof that the product did not perform as intended by the manufacturer.

Jarvis, 283 F.3d at 44 (quoting Codling v. Paglia, 32 N.Y.2d 330, 337 (1973)); see also Halloran v. Virginia Chemicals, Inc., 41 N.Y.2d 386, 388 (1977) ("[i]n a products liability case it is now established that, if plaintiff has proven that the product has not performed as intended and excluded all causes of the accident not attributable to defendant, the fact finder may, even if the particular defect has not been proven, infer that the accident could only have occurred due to some defect in the product or its packaging"). One Appellate Division case, Hunter v. Ford Motor Co., 37 A.D.2d 335 (3d Dep't 1971), takes the next step and concludes that a plaintiff need not "name" - i.e. specify - a particular defect in order to state a prima facie case.

In Hunter, the court refused to set aside a verdict favorable to plaintiff where a plaintiff's expert was unable to

Jones
Katz

1 UNITED STATES COURT OF APPEALS
2 FOR THE SECOND CIRCUIT

3 SUMMARY ORDER

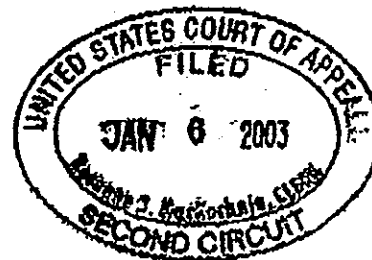
4 THIS SUMMARY ORDER WILL NOT BE PUBLISHED IN THE FEDERAL REPORTER
5 AND MAY NOT BE CITED AS PRECEDENTIAL AUTHORITY TO THIS OR ANY OTHER
6 COURT, BUT MAY BE CALLED TO THE ATTENTION OF THIS OR ANY OTHER
7 COURT IN A SUBSEQUENT STAGE OF THIS CASE, IN A RELATED CASE, OR IN
8 ANY CASE FOR PURPOSES OF COLLATERAL ESTOPPEL OR RES JUDICATA.

9 At a stated term of the United States Court of Appeals for the
10 Second Circuit, held at the United States Courthouse, Foley Square,
11 in the City of New York, on the 6th day of January
12 two thousand and two.

13 PRESENT:

14 HON. THOMAS J. MESKILL,
15 HON. ROBERT D. SACK,
16 HON. ROBERT A. KATZMANN,

17 Circuit Judges.



18 -----
19 ERMA JEANINE BUCKLEY,

20 Plaintiff-Appellant,

21 - v. -

No. 02-7095

22 GENERAL MOTORS CORPORATION,

23 Defendant-Appellee.

24 -----
25 Appearing for Appellant: ERMA JEANINE BUCKLEY, pro se, New
26 York, NY.

27 Appearing for Appellee: THOMAS M. KELLY, Tansey, Fanning,
28 Haggerty, Kelly, Convery & Tracy,
29 Woodbridge, NJ.

30 Appeal from the United States District Court for the
31 Southern District of New York (Barbara S. Jones, Judge).

1 UPON DUE CONSIDERATION, IT IS HEREBY ORDERED, ADJUDGED AND
 2 DECREED that the judgment of the district court be, and it hereby
 3 is, AFFIRMED in part, and VACATED and REMANDED in part.

4 Plaintiff-appellant Erma Buckley, pro se and proceeding in
 5 forma pauperis, filed a products liability and personal injury
 6 action in New York state court alleging that a defect in the left
 7 rear axle of her car caused her 1996 Chevrolet Blazer to leave
 8 the road and roll over. General Motors Corporation ("GM") removed
 9 the case to federal court on the ground of diversity
 10 jurisdiction.

11 During discovery, GM moved in limine to exclude Buckley's
 12 expert, mechanic J.R. Hulse, arguing that his testimony would not
 13 meet the standard for expert testimony required under Daubert v.
 14 Merrell Pharm., 509 U.S. 579 (1993). At a hearing held on that
 15 motion, the district court, concluding that Hulse's testimony
 16 lacked a sufficiently reliable foundation, excluded the testimony
 17 and sua sponte granted summary judgment for GM explaining that
 18 "there is no expert testimony that supports causation." Buckley
 19 v. General Motors Corp., 98 Civ. 4366, slip op. at *1 (S.D.N.Y.
 20 Nov. 15, 2001).

21 Before summary judgment may be entered against a party who
 22 is proceeding pro se, the litigant is entitled to specific notice
 23 of the consequences of failing to respond to a summary judgment
 24 motion and an explanation of what documents must be filed in
 25 order to oppose the motion. Vital v. Interfaith Med. Ctr., 168
 26 F.3d 615, 620-21 (2d Cir. 1999). Failure to provide a pro se
 27 litigant with adequate notice before the entry of summary
 28 judgment against her will be grounds for reversal. Sawyer v. Am.
 29 Fed'n of Gov't Employees, 180 F.3d 31, 34-35 (2d Cir. 1999)
 30 (collecting cases).

31 There is no indication on the record before us that Buckley
 32 received the notice to which she was entitled. Buckley's
 33 statements, both here and in the district court, indicate that
 34 she understood neither the nature and consequences of summary
 35 judgment, nor that she was entitled to oppose the entry of
 36 summary judgment against her. At oral argument, counsel for GM
 37 represented to this Court that Buckley had indeed been apprised
 38 of her rights regarding summary judgment. Counsel agreed to
 39 produce transcripts of a colloquy, not previously included in the
 40 records of this case, at which Buckley was allegedly given such
 41 notice. Counsel has produced a transcript, but there is no
 42 record of Buckley receiving notice of her rights regarding
 43 summary judgment. In light of GM's failure to produce any
 44 evidence that Buckley received the notice to which she was

1 entitled, and without any other indication that Buckley was
 2 adequately informed of her right to oppose summary judgment, we
 3 are constrained to vacate the district court's entry of summary
 4 judgment and to remand the case in order that Buckley may be
 5 afforded the opportunity to oppose summary judgment. Vital, 168
 6 F.3d at 620-21.

7 While we make no comment as to whether Buckley will
 8 ultimately be able to allege facts sufficient to defeat summary
 9 judgment, we note our doubt that Buckley's lack of expert
 10 testimony in support of her theory of causation is sufficient to
 11 justify the grant of summary judgment to appellee. It would
 12 appear that New York law does not require expert witnesses to
 13 prove causation in a products liability action, but permits
 14 proximate causation to be established solely on the basis of the
 15 jury's "consideration of the characteristics of the [product] and
 16 plaintiff's description of how the accident happened." Voss v.
 17 Black & Decker Mfg. Co., 59 N.Y.2d 102, 110, 450 N.E.2d 204, 209,
 18 463 N.Y.S.2d 398, 403 (1983); accord Jarvis v. Ford Motor Co.,
 19 283 F.3d 33, 46-47 (2d Cir.), cert. denied, 71 U.S.L.W. 3191
 20 (2002).

21 Buckley has also appealed from the district court's refusal
 22 to reopen discovery and to expand the scope of her discovery
 23 request. We conclude that the district court's denial of
 24 Buckley's discovery request was entirely within its discretion
 25 and its decision on this point is therefore affirmed. Lyeth v.
Chrysler Corp., 929 F.2d 891, 898 (2d Cir. 1991).

27 For the foregoing reasons, the judgment of the district
 28 court is hereby AFFIRMED in part, and VACATED and REMANDED in
 29 part to afford the plaintiff notice and an opportunity to respond
 30 before the entry of summary judgment against her.

31 FOR THE COURT:
 32 ROSEANN B. MACKECHNIE, Clerk

33 Lucille Carr 1/6/03
 34 By: _____ Date _____

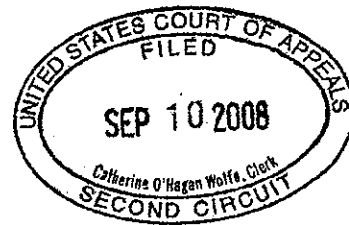
S.D.N.Y. - N.Y.C.
98-cv-4366
Jones, J.

United States Court of Appeals
FOR THE
SECOND CIRCUIT

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, in the City of New York, on the 10th day of September, two thousand eight,

Present:

Hon. Guido Calabresi,
Hon. Barrington D. Parker,
Hon. Peter W. Hall,
Circuit Judges.



Erma Jeanine Buckley,

Plaintiff-Appellant,

v.

07-4465-cv

General Motors Corporation,

Defendant-Appellee.

Appellant, *pro se*, moves for appointment of counsel, permission to file an oversized brief, and for an extension of time to file a brief. Appellee moves to dismiss the appeal for failure to file a brief. Upon due consideration, it is hereby ORDERED that Appellant's motions are DENIED and the appeal is DISMISSED because it lacks an arguable basis in fact or law. *See Neitzke v. Williams*, 490 U.S. 319, 325 (1989); 28 U.S.C. § 1915(e). It is further ORDERED that the Appellee's motion is DENIED as moot.

FOR THE COURT:
Catherine O'Hagan Wolfe, Clerk

By: 

UNITED STATES COURT OF APPEALS
FOR THE
SECOND CIRCUIT

At a stated Term of the United States Court of Appeals for the Second Circuit, held at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, in the City of New York, on the 10th day of ~~December~~ two thousand and eight,

Erma Jeanine Buckley,

Plaintiff-Appellant,

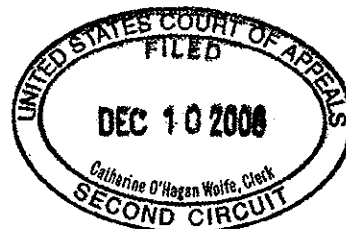
v.

General Motors Corporation,

Defendant-Appellee.

ORDER

Docket Number: 07-4465-cv



Erma Jeanine Buckley having filed a petition for panel rehearing, or, in the alternative, for rehearing *en banc*, and the panel that determined the appeal having considered the request for panel rehearing, and the active members of the Court having considered the request for rehearing *en banc*,

IT IS HEREBY ORDERED that the petition is denied.

For the Court:
Catherine O'Hagan Wolfe, Clerk

By: 
Frank Perez, Deputy Clerk