

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

**MOTORS LIQUIDATION COMPANY, et al.,
f/k/a General Motors Corp., et al.,

Debtors.**

Chapter 11 Case No. 09-50026 (REG)

**AFFIRMATION IN SUPPORT OF
D&M REAL ESTATE, LLC, T/A THE
HORSE TAVERN & GRILL AND THE
HORSE, INC., T/A THE HORSE
TAVERN & GRILL'S MOTION FOR
RELIEF FROM AUTOMATIC STAY**

Judge Robert E. Gerber

**D&M REAL ESTATE , LLC T/A THE HORSE TAVERN & GRILL AND THE HORSE,
INC., T/A THE HORSE TAVERN & GRILL'S RESPONSE IN OBJECTION TO
DEBTORS' MOTION REGARDING ALTERNATIVE DISPUTE RESOLUTION**

PROCEDURES

WILLIAM DIRK PASTORICK, ESQUIRE, an attorney admitted to practice before this Federal Court affirms the truth of the following under penalty of perjury:

1. I am counsel for Objecting Parties, D&M Real Estate, LLC, t/a The Horse Tavern & Grill and The Horse, Inc., t/a The Horse Tavern & Grill (hereinafter jointly referred to as "Objecting Party") and as such I am fully familiar with the facts and circumstances of this action based upon my review of the case and the investigation materials contained therein.

2. This Affirmation is submitted in support of Objecting Party's Objection to the Debtors' Motion for Entry of Order Pursuant to 11 U.S.C §105(a) and General Order M390 Authorizing Implementation of Alternative Dispute Resolution Procedures, Including Mandatory Mediation.

BACKGROUND

3. On or about October 31, 2008, Plaintiff, Jamie Medford Frei (hereinafter “Plaintiff”) filed a Complaint sounding in personal injury/ negligence against Objecting Party in Bucks County Court of Common Pleas located in Doylestown, Pennsylvania. The Complaint alleges that Plaintiff was injured during a motor vehicle accident, which allegedly occurred as a result of Objecting Party’s negligence. The Complaint was assigned docket no. 2008-11271-31-2). (See Plaintiff’s Complaint, of which a true and correct copy is attached hereto as Exhibit “A.”)

4. On or about January 20, 2009, Objecting Party filed an Answer with New Matter to Plaintiff’s Complaint. As part of the New Matter, Objecting Party alleged that Plaintiff’s injuries were not due to the negligence of Objecting Party, but due to conduct of persons, entities and/or associations over which Objecting Party had no directional control. (See Objecting Party’s Answer to Plaintiff’s Complaint, of which a true and correct copy is attached hereto as Exhibit “B.”)

5. On or about January 14, 2009, Objecting Party filed a Joinder Complaint against General Motors Corporation. (See Objecting Party’s Joinder Complaint, of which a true and correct copy is attached hereto as Exhibit “C.”)

6. Moving Party alleges that General Motors Corporation is responsible for the damages alleged by the Plaintiff. Specifically, Objecting Party alleges that General Motors Corporation negligently designed and/or manufactured the vehicle that Plaintiff was operating at the time of the motor vehicle accident, which is the subject of Plaintiff’s Complaint. (See Exhibit “A” and Exhibit “C.”)

7. On or about March 30, 2009, General Motors Corporation filed an Answer with Amended New Matter to Objecting Party’s Joinder Complaint. (See General Motors

Corporation's Answer with Amended New Matter, of which a true and correct copy is attached hereto as Exhibit "D.")

8. In its Amended New Matter, General Motors Corporation plead the terms of, and incorporated, a Release executed by Plaintiff James Frei in satisfaction of his claims against General Motors Corporation arising out of the motor vehicle accident giving rise to the Moving Party's Joinder Complaint. The dollar amount of the settlement between Plaintiff Frei and General Motors Corporation was redacted from the Release. (See Exhibit "D").

9. Because General Motors Corporation has already settled with Plaintiff Frei, and the Objecting Party's claims against General Motors Corporation are derivative of Plaintiff Frei's claims, General Motors Corporation has already paid out any money for which it could be liable due to Plaintiff Frei's Motor Vehicle Accident.

10. However, if in the course of the litigation presently pending in Bucks County, Pennsylvania, the Objecting Party and General Motors Corporation are determined to be joint tortfeasors, the Objecting Party would be entitled to a set-off, or reduction, against any judgment for which it is liable in the amount of the settlement between Plaintiff Frei and General Motors Corporation. 42 Pa.C.S.A. §8326.

11. In order to avail itself of the set-off pursuant to the Uniform Contribution Among Tort-feasors Act, 42 Pa.C.S.A. §8321, et seq., the Objecting Party will seek adjudication of General Motors Corporation as a joint tortfeasor.

12. Following the joinder of General Motors Corporation as an Additional Defendant in the Bucks County litigation, on or about June 1, 2009, General Motors Corporation filed a voluntary petition in this court, seeking bankruptcy protection under Chapter 11, Title 11 of the

United States Code. (See General Motors Corporation’s Notice of Bankruptcy and voluntary petition for bankruptcy, of which a true and correct copy is attached hereto as Exhibit “E.”)

13. Pursuant to its petition for bankruptcy protection, General Motors Corporation advised Moving Party that any new or further action against it is stayed pursuant to Section 362 of the Bankruptcy Code. (See Exhibit “E” and 11 U.S.C. §362(a)(1)&(3).)

14. On January 21, 2010, The Objecting Party filed a Motion to Lift Stay in order to allow the underlying Bucks County, Pennsylvania, litigation to proceed in discovery. That motion is currently pending before this Court.

DISCUSSION

15. The Alternative Dispute Resolution (ADR) Procedures proposed by Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors (hereinafter, collectively, the “Debtors”) are inappropriate for the claim filed by the Objecting Defendant.

16. The ADR procedures are designed to achieve monetary settlements between the Debtors and holders of Unliquidated/Liquidated Claims.

17. Because the Debtors’ predecessor, General Motors Corporation, has already entered into a settlement and release agreement with Plaintiff Frei in the underlying Bucks County, Pennsylvania litigation, and the the Debtors cannot be expected to offer or pay any amount toward settling the claims arising out of Plaintiff Frei’s motor vehicle accident.

18. Placing the Objecting Party’s claim into an ADR process would unnecessarily delay resolution of the litigation currently pending in Bucks County, Pennsylvania, without any realistic expectation that such an ADR process would resolve the dispute.

WHEREFORE, the Objecting Party respectfully requests that this Honorable Court except its claim from the Debtors’ Proposed Alternative Dispute Resolution Procedures.

Dated: Cherry Hill, NJ
February 3, 2010

Respectfully submitted,

NELSON, LEVINE, de LUCA & HORST, LLC

By: s/ William Dirk Pastorick
William Dirk Pastorick, Esquire
457 Haddonfield Road
Suite 710
Cherry Hill, NJ 08002
Attorneys for Defendant, D&M Real Estate,
LLC, t/a The Horse Tavern & Grill and The
Horse, Inc., t/a The Horse Tavern & Grill

TO: **VIA ELECTRONIC FILING**
All counsel on Master Service List

VIA REGULAR MAIL
William C. Roeger, Jr. Esquire
William G. Roark, Esquire
Hamburg, Rubin, Mulin, Maxwell & Lupin
210 W. Walnut Street
P.O. Box 259
Perkasie, PA 18944

Francis J. Grey, Jr., Esquire
Monica V. Pennisi Marsico, Esquire
Lavin, O'Neil, Ricci, Cedrone & Disipio
190 North Independence Mall West
Suite 500
6th and Race Streets
Philadelphia, PA 19106

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

**MOTORS LIQUIDATION COMPANY, et al.,
f/k/a General Motors Corp., et al.,**

Debtors.

Chapter 11 Case No. 09-50026 (REG)

CERTIFICATE OF SERVICE

I, William Dirk Pastorick, hereby certify that a true and correct copy of D&M Real Estate, LLC, t/a The Horse Tavern & Grill and The Horse, Inc., t/a The Horse Tavern & Grill's Motion for Relief from Automatic Stay was served on February 3, 2010, upon counsel listed below by United States Mail, postage prepaid.

Monica V. Pennisi Marsico, Esquire
Lavin, O'Neil, Ricci, Cedrone & DiSipio
Suite 500
190 North Independence Mall West
6th and Race Streets
Philadelphia, PA 19106

William C. Roeger, Jr., Esquire
William G. Roark, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin
210 W. Walnut Street
P.O. Box 259
Perkasie, PA 18944

NELSON LEVINE de LUCA & HORST, LLC

BY: s/ William Dirk Pastorick
William Dirk Pastorick, Esq.

EXHIBIT A

WILLIAM C. ROEGER, JR., ESQUIRE

23825-000

IDENTIFICATION NO. 18435

WILLIAM G. ROARK, ESQUIRE

IDENTIFICATION NO. 203699

HAMBURG, RUBIN, MULLIN, MAXWELL & LUPIN

210 W. WALNUT STREET

PO BOX 259

PERKASIE, PA 18944

(215) 257-3666

ATTORNEYS FOR PLAINTIFF

IN THE COURT OF COMMON PLEAS
OF BUCKS COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

JAMIE MEDFORD FREI

185 Eyre Avenue

Sellersville, PA 18960

Plaintiff

v.

D & M REAL ESTATE, LLC, t/a

THE HORSE TAVERN & GRILL

1000 Old Bethlehem Pike

Sellersville, PA 18960

and

THE HORSE, INC., t/a

THE HORSE TAVERN & GRILL

1000 Old Bethlehem Pike

Sellersville, PA 18960

Defendants

NO.: _____

JURY TRIAL DEMANDED

TWELVE JURORS REQUESTED

COMPLAINT NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defense or objections to the claims set forth against you.

You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER
TO YOUR LAWYER AT ONCE.
IF YOU DO NOT HAVE A LAWYER, GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW.
THIS OFFICE CAN PROVIDE YOU WITH INFORMATION
ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE
TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT
MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A
REDUCED FEE OR NO FEE.

CALL BUCKS COUNTY BAR ASSOCIATION
135 EAST STATE STREET
P. O. BOX 511
DOYLESTOWN, PA 18901-0511
(215) 348-9413, 536-8435, 752-2666

Plaintiff, Jamie Medford Frei, by and through his attorneys, Hamburg, Rubin, Mullin, Maxwell & Lupin, P.C., hereby files this Complaint against the Defendants, and in support thereof avers the following:

1. Plaintiff is an adult individual who maintains a permanent residence at 185 Eyre Avenue, Sellersville, PA 18960.

2. Defendants are D & M Real Estate, LLC a limited liability company duly registered to do business in this Commonwealth and The Horse, Inc., a corporation duly registered to do business in this Commonwealth.

3. At all times relevant hereto, Defendants owned and operated the Horse Tavern & Grill located at 1000 Old Bethlehem Pike, Sellersville, Pennsylvania 18960, real property owned by Defendant D & M Real Estate, LLC.

4. The Horse Tavern & Grill is a fictitious name owned by, *inter alia*, The Horse, Inc.

5. At all times mentioned herein, Defendants acted, or failed to act through their agents, servants and/or employees, acting for Defendants' benefit, under Defendants' control, and within the course and scope of their authority and/or employment.

6. At all times mentioned herein, Defendant The Horse, Inc. was a licensee of the Pennsylvania Liquor Control Board, and engaged in the sale and service of alcoholic beverages to patrons of The Horse Tavern & Grill.

7. On December 28, 2006, at approximately 10:00 p.m., Plaintiff entered The Horse Tavern & Grill and remained there for approximately four (4) hours, leaving at approximately 2:00 a.m. on December 29, 2006.

8. At the aforementioned time and place, Plaintiff was under the age of 21.

9. While Plaintiff was on Defendants' premises, Defendants wrongfully and unlawfully sold or furnished liquor and/or brewed beverages to Plaintiff when he was a visibly intoxicated minor, in violation of the Pennsylvania Liquor Code, including, but not limited to, 47 Pa. Stat. Ann. §4-493(1).

10. Upon information and belief, the Defendants failed to take any action to verify the Plaintiff's age before selling or furnishing alcoholic beverages to Plaintiff.

11. Moreover, while the Plaintiff was on the Defendants' premises, Defendants wrongfully and unlawfully allowed and/or sponsored contests and games to occur at the Horse Tavern & Grill, the primary purpose of which was to encourage consumption of alcoholic beverages in violation of, *inter alia*, 40 Pa. Code 5.32(e)(3).

12. At or around 2:00 a.m. on December 29, 2006, Plaintiff, who was still visibly intoxicated, left The Horse Tavern & Grill and operated a 2005 Chevrolet Cobalt.

13. While operating the aforementioned car on Ridge Road in Sellersville, Bucks County, Pennsylvania, Plaintiff, while under the influence of alcohol provided by the Defendants, lost control of the car, causing it to collide with a tree beside the road, resulting in multiple and severe injuries to Plaintiff.

14. The accident occurred shortly after 2:00 a.m. on December 29, 2006, while Plaintiff was still intoxicated from the beverages served him by Defendants.

15. The accident was directly and proximately caused by Defendants' actions and inactions as detailed herein.

16. Defendants' negligence consisted of the following:

- a) Negligently and carelessly selling or furnishing liquor and/or brewed beverages to Plaintiff when he was visibly intoxicated;

- b) Negligently and carelessly selling or furnishing liquor and/or brewed beverages to Plaintiff while he was under the legal drinking age;
- c) Negligently and carelessly hosting contests and games, the purpose of which was to encourage consumption of alcoholic beverages;
- d) Failure to properly train and supervise its employees, so as to prevent them from selling or furnishing liquor and/or brewed beverages to invitees who are visibly intoxicated;
- e) Failure to properly train and supervise its employees so as to prevent them from selling or furnishing liquor and/or brewed beverages to invitees who are under the legal drinking age;
- f) Negligently and carelessly failing to warn Plaintiff that he was intoxicated and should not drive;
- g) Violating the laws of the Commonwealth of Pennsylvania regarding the serving of alcoholic beverages to visibly intoxicated persons;
- h) Violating the laws of the Commonwealth of Pennsylvania regarding the serving of alcoholic beverages to individuals under the legal drinking age; and
- i) Violating the laws of the Commonwealth of Pennsylvania regarding the hosting of events and contests, the purpose of which is to encourage the consumption of alcoholic beverages.

17. By reason of Defendants' negligence, Plaintiff suffered severe and substantial injuries to his person, some or all of which may be permanent in nature, including, but not limited to, severe traumatic brain injury, diffuse axonal injury, intraparenchymal punctuate hemorrhages, basilar skull fracture, right acetabular fracture, right sacral ala fracture, vent-dependent respiratory

failure, right popliteal deep venous thrombosis, left peritoneal vein deep venous thrombosis, left posterior tibial vein deep venous thrombosis, left gastroc superficial vein (GVS) thrombosis, fractured right upper and lower leg, damage to Plaintiff's right lung, pneumonia, multiple lacerations and contusions over various parts of his body.

18. By reason of Defendants' negligence, and the injuries suffered by Plaintiff, Plaintiff was caused to be in a coma for approximately sixteen (16) days.

19. As a direct result of Defendants' negligence, Plaintiff has undergone in the past and will continue in the future to undergo extreme pain and suffering.

20. As a direct result of Defendants' negligence, Plaintiff has incurred necessary medical and hospital expenses.

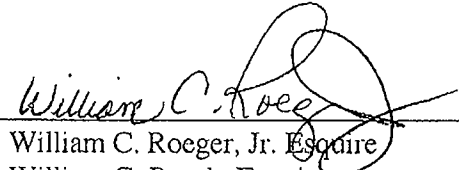
21. As a direct result of Defendants' negligence, Plaintiff has been prevented and will in the future be prevented, from attending to and performing all, or substantially all of his normal and usual duties, activities, occupations and has suffered a decreased earning capacity.

WHEREFORE, Plaintiff demands judgment against Defendants, both joint and severally, for compensatory damages in an amount exceeding Fifty-Thousand (\$50,000.00) Dollars, plus costs.

Respectfully submitted,

**HAMBURG, RUBIN, MULLIN,
MAXWELL & LUPIN**

By: _____


William C. Roeger, Jr. Esquire
William G. Roark, Esquire
Attorneys for Plaintiff
210 W. Walnut Street
P. O. Box 259
Perkasie, PA 18944

Date: 10/31/08

VERIFICATION

I, Jamie M. Frei, Plaintiff, herein state that the facts set forth in the attached Complaint are true and correct to the best of my knowledge, information and belief and that this statement is made subject to the penalties of 18 Pa., C.S.A. Section 4904 relating to unsworn falsification to authorities.



JAMIE M. FREI

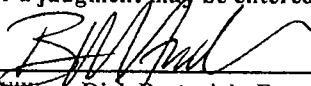
EXHIBIT B

RECEIVED
PROTHONOTARY
OF BUCKS COUNTY
09 JAN 20 PM 12:14

NOTICE TO DEFEND

TO: Plaintiff

You are hereby notified to file a written response to the enclosed New Matter within twenty (20) days from the date of service hereof or a judgment may be entered against you.



William Dirk Pastorick, Esquire

Brian M. Andris, Esquire
ATTORNEYS FOR DEFENDANTS D&M
REAL ESTATE, LLC, T/A THE HORSE
TAVERN & GRILL AND THE HORSE, INC.,
T/A THE HORSE TAVERN & GRILL

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BRIAN M. ANDRIS (PA93544)
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CHERRY HILL, NJ 08002
856.665.8500
856-665-8501 (fax)

ATTORNEYS FOR DEFENDANTS
D&M REAL ESTATE, LLC, T/A THE
HORSE TAVERN & GRILL AND THE
HORSE, INC., T/A THE HORSE
TAVERN & GRILL

JAMIE MEDFORD FREI
Plaintiff

v.

D&M REAL ESTATE, LLC, T/A THE
HORSE TAVERN & GRILL AND THE
HORSE, INC., T/A THE HORSE TAVERN &
GRILL

Defendant(s)

COURT OF COMMON PLEAS
BUCKS COUNTY

CIVIL ACTION - LAW

CIVIL ACTION NO: 2008-11271-31-2

JURY TRIAL DEMANDED

**ANSWER OF DEFENDANTS, D&M REAL ESTATE, LLC, T/A THE HORSE
TAVERN & GRILL AND THE HORSE, INC., T/A THE HORSE TAVERN
& GRILL, TO PLAINTIFF'S COMPLAINT WITH NEW MATTER**

The Defendants, D&M Real Estate, LLC, t/a The Horse Tavern & Grill and The Horse, Inc., t/a The Horse Tavern & Grill (hereinafter "answering parties"), hereby respond to Plaintiff's Complaint as follows.

1. After reasonable investigation the answering parties have insufficient information from which to either admit or deny the allegations contained within this paragraph of Plaintiff's Complaint and, therefore, strict proof thereof is demanded at the time of trial.

2. Admitted.

3. Admitted in part. D&M Real Estate, LLC owns the real property located at 1000 Old Bethlehem Pike, Sellersville, Pennsylvania, whereas The Horse, Inc. operates The Horse Tavern & Grill.

4. Admitted.

5. The allegations contained within this paragraph of Plaintiff's Complaint constitute conclusions of law to which no response of pleading is required pursuant to the Pennsylvania Rules of Civil Procedure.

6. Admitted.

7. After reasonable investigation the answering parties have insufficient information from which to either admit or deny the allegations contained within this paragraph of Plaintiff's Complaint and, therefore, strict proof thereof is demanded at the time of trial.

8. Admitted.

9. The allegations contained within this paragraph of Plaintiff's Complaint constitute conclusions of law to which no response of pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. To the extent that an answer is required, this paragraph of Plaintiff's Complaint is denied.

10. Denied. A good faith effort was made to determine the validity of the identification presented pursuant to CSC Enterprises v. Pennsylvania State Police, Bureau of Liquor Control Enforcement, 782 A.2d 57 (Pa Cmwlth, 2001).

11. The allegations contained within this paragraph of Plaintiff's Complaint constitute conclusions of law to which no response of pleading is required pursuant to the Pennsylvania Rules of Civil Procedure.

12. The allegations contained within this paragraph of Plaintiff's Complaint constitute conclusions of law to which no response of pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. To the extent that an answer is required, this paragraph of Plaintiff's Complaint is denied.

13. The allegations contained within this paragraph of Plaintiff's Complaint constitute conclusions of law to which no response of pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. To the extent that an answer is required, this paragraph of Plaintiff's Complaint is denied. By way of further answer, the answering party has no independent knowledge of what, if any, injuries or damages the Plaintiff sustained. Further, it is denied, that the alleged injuries, if truthful, are serious, permanent or causally related to the incident set forth within Plaintiff's Complaint. All averments pertaining to the answering party are denied and proof thereof is demanded at the time of trial.

14. After reasonable investigation the answering parties have insufficient information from which to either admit or deny the allegations contained within this paragraph of Plaintiff's Complaint and, therefore, strict proof thereof is demanded at the time of trial.

15. The allegations contained within this paragraph of Plaintiff's Complaint constitute conclusions of law to which no response of pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. To the extent that an answer is required, this paragraph of Plaintiff's Complaint is denied.

16. The allegations contained within this paragraph of Plaintiff's Complaint constitute conclusions of law to which no response of pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. To the extent that an answer is required, this paragraph of Plaintiff's Complaint is denied.

17. The allegations contained within this paragraph of Plaintiff's Complaint constitute conclusions of law to which no response of pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. To the extent that an answer is required, this paragraph of Plaintiff's Complaint is denied. By way of further answer, the answering parties have no independent knowledge of what, if any, injuries or damages the Plaintiff sustained. Further, it is denied, that the alleged injuries, if truthful, are serious, permanent or causally related to the incident set forth within Plaintiff's Complaint. All averments pertaining to the answering parties are denied and strict proof thereof is demanded at the time of trial.

18. The allegations contained within this paragraph of Plaintiff's Complaint constitute conclusions of law to which no response of pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. To the extent that an answer is required, this paragraph of Plaintiff's Complaint is denied. By way of further answer, the answering parties have no independent knowledge of what, if any, injuries or damages the Plaintiff sustained. Further, it is denied, that the alleged injuries, if truthful, are serious, permanent or causally related to the incident set forth within Plaintiff's Complaint. All averments pertaining to the answering parties are denied and strict proof thereof is demanded at the time of trial.

19. The allegations contained within this paragraph of Plaintiff's Complaint constitute conclusions of law to which no response of pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. To the extent that an answer is required, this paragraph of Plaintiff's

Complaint is denied. By way of further answer, the answering parties have no independent knowledge of what, if any, injuries or damages the Plaintiff sustained. Further, it is denied, that the alleged injuries, if truthful, are serious, permanent or causally related to the incident set forth within Plaintiff's Complaint. All averments pertaining to the answering parties are denied and strict proof thereof is demanded at the time of trial.

20. The allegations contained within this paragraph of Plaintiff's Complaint constitute conclusions of law to which no response of pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. To the extent that an answer is required, this paragraph of Plaintiff's Complaint is denied. By way of further answer, the answering parties have no independent knowledge of what, if any, injuries or damages the Plaintiff sustained. Further, it is denied, that the alleged injuries, if truthful, are serious, permanent or causally related to the incident set forth within Plaintiff's Complaint. All averments pertaining to the answering parties are denied and strict proof thereof is demanded at the time of trial.

21. The allegations contained within this paragraph of Plaintiff's Complaint constitute conclusions of law to which no response of pleading is required pursuant to the Pennsylvania Rules of Civil Procedure. To the extent that an answer is required, this paragraph of Plaintiff's Complaint is denied. By way of further answer, the answering parties have no independent knowledge of what, if any, injuries or damages the Plaintiff sustained. Further, it is denied, that the alleged injuries, if truthful, are serious, permanent or causally related to the incident set forth within Plaintiff's Complaint. All averments pertaining to the answering parties are denied and strict proof thereof is demanded at the time of trial.

WHEREFORE, the answering parties, D&M Real Estate, LLC, t/a The Horse Tavern & Grill and The Horse, Inc., t/a The Horse Tavern & Grill, demand judgment in their favor and

dismissal of all claims against them in the Complaint with prejudice, together with interest, cost of suit and such other relief as the Court deems equitable and just.

NEW MATTER

1. The answering parties were not negligent.
2. The answering parties breached no duty, if any, that was owed to the Plaintiff.
3. The answering parties were not guilty of any negligence that was the proximate or producing cause of the damages claimed by the Plaintiff.
4. The averred injuries and/or damages, if proven, resulted from independent and/or intervening causes that were unrelated to the cause of action described in Plaintiff's Complaint.
5. Any injury or damages resulted fully from the negligence and/or inattentiveness of the Plaintiff.
6. If the answering parties are proven to be negligent, which negligence is specifically denied, the Plaintiff was also negligent and said negligence was greater than any negligence chargeable to the answering parties and, therefore, Plaintiff is not entitled to damages.
7. The Plaintiff's Complaint fails to state a cause of action upon which relief may be granted.
8. The events, circumstances, injuries and/or damages averred in Plaintiff's Complaint arose from the conduct of persons, entities and/or associations, over which the answering parties had no directional control.
9. Plaintiff's claims are limited to violations of 47 P.S. 4-497 and all other allegations should be stricken.
10. Plaintiff's cause of action is barred by the applicable statute of limitations and/or laches.

11. Plaintiff's claims asserted herein lack reasonable foundation or support of law and, therefore, the answering parties are entitled to attorneys' fees and costs associated with the defense of this matter.

12. Plaintiff's claims are barred by the doctrines of res judicata, collateral estoppel and/or waiver.

13. To the extent Plaintiff requests delay damages pursuant to Rule 238 or any similar Rule, the answering parties aver that said Rule is unconstitutional under State and Federal Constitutions as drafted and/or as applied amounts to a denial of the answering parties' rights without due process of law.

14. Plaintiff's claims are barred by the doctrine of accord and satisfaction and/or release.

15. The answering parties specifically reserve the right to amend and/or add defenses as discovery progresses.

WHEREFORE, the answering parties, D&M Real Estate, LLC, t/a The Horse Tavern & Grill and The Horse, Inc., t/a The Horse Tavern & Grill, demand judgment in their favor and dismissal of all claims against them in the Complaint with prejudice, together with interest, cost of suit and such other relief as the Court deems equitable and just.

NELSON LEVINE de LUCA & HORST, LLC

BY: 

WILLIAM DIRK PASTORICK (PA77070)

BRIAN M. ANDRIS (PA93544)

ATTORNEYS FOR DEFENDANTS D&M

REAL ESTATE, LLC, T/A THE HORSE

TAVERN & GRILL AND THE HORSE,

INC., T/A THE HORSE TAVERN & GRILL

Dated: January 16, 2009

VERIFICATION

I, WILLIAM DIRK PASTORICK, ESQUIRE/BRIAN M. ANDRIS, ESQUIRE do hereby state that I am counsel for Defendants, D&M Real Estate, LLC, t/a The Horse Tavern & Grill and The Horse, Inc., t/a The Horse Tavern & Grill, in the within action, and as such do hereby verify that the statements made in the foregoing Answer to Plaintiff's Complaint are true and correct to the best of my knowledge, information and belief. The undersigned understands that the statements therein are made subject to penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.



WILLIAM DIRK PASTORICK
BRIAN M. ANDRIS

Dated: 1-16-09

NELSON LEVINE de LUCA & HORST, LLC
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BRIAN M. ANDRIS (PA93544)
457 HADDONFIELD ROAD
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CHERRY HILL, NJ 08002
856.665.8500
856-665-8501 (fax)

ATTORNEYS FOR DEFENDANTS
D&M REAL ESTATE, LLC, T/A THE
HORSE TAVERN & GRILL AND THE
HORSE, INC., T/A THE HORSE
TAVERN & GRILL

JAMIE MEDFORD FREI
Plaintiff

v.
D&M REAL ESTATE, LLC, T/A THE
HORSE TAVERN & GRILL AND THE
HORSE, INC., T/A THE HORSE TAVERN &
GRILL
Defendant(s)

COURT OF COMMON PLEAS
BUCKS COUNTY

CIVIL ACTION - LAW

CIVIL ACTION NO: 2008-11271-31-2

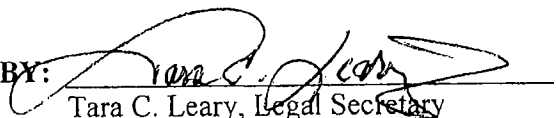
JURY TRIAL DEMANDED

CERTIFICATE OF SERVICE

I, Tara C. Leary, Secretary to Brian M. Andris, Esquire, Esquire, hereby certify that a true and correct copy of the ANSWER OF DEFENDANTS, D&M REAL ESTATE, LLC, T/A THE HORSE TAVERN & GRILL AND THE HORSE, INC., T/A THE HORSE TAVERN & GRILL, TO PLAINTIFF'S COMPLAINT WITH NEW MATTER was served on January 16, 2009, upon counsel listed below by United States Mail, postage prepaid:

William C. Roeger, Jr., Esquire
William G. Roark, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin
210 W. Walnut Street
P.O. Box 259
Perkasie, PA 18944

NELSON LEVINE de LUCA & HORST, LLC

BY: 
Tara C. Leary, Legal Secretary

Date: January 16, 2009

EXHIBIT C

**COURT OF COMMON PLEAS
OF BUCKS COUNTY
- OFFICE
OF
COURT ADMINISTRATOR
DOYLESTOWN, PA 18901**

CIVIL COVER SHEET

The information provided herein is for case flow and calendar management purposes only. It does not replace or supplement the filing and service of pleadings or other papers as required by law or rules of court. This sheet will not be used as a source for making docket entries except to note the type of action commenced. This is not a substitute from documents for commencement of actions

Case No. 2008-11271-31-2

PLAINTIFFS

vs.

DEFENDANTS

Jamie Medford Frei

William C. Roeger, Jr., Esquire
Bar ID # 18435
William G. Roark, Esquire
Bar ID # 203699

D&M Real Estate, LLC, t/a The Horse Tavern
& Grill and The Horse, Inc., t/a The Horse
Tavern & Grill

William Dirk Pastorick, Esquire
Bar ID # 77070
Brian M. Andris, Esquire
Bar ID # 93544

NATURE OF SUIT

(Check one classification only)

ASSUMPSIT (Contracts)

- Mechanics Lien 057
- Employment 525
- Insurance 526
- No-Fault Insurance 527
- Negotiable Instrument 527
- Product Liability 529
- Warranty 530
- Mortgage Foreclosure 060
- Replevin (With Order) 054
- Assumpsit 046
- Other 531
- Writ of Summons 112

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- Non-Motor Vehicle 048
- Other Personal Injury 049
- Assault 532
- Libel/Slander 533
- Medical Malpractice 534
- Medical Malpractice Writ 819
- Medical Malpractice Transfer 821
- Legal Malpractice 535
- Professional Malpractice 816
- Product Warranty Liability 536
- Other 537 (Joinder Complaint)
- Writ of Summons 110

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- Partition 309
- Quiet Title 062
- Labor Dispute 540
- Mandamus 055
- Declaratory Judgment 061
- Equity 051
- Quo/Warrants 056
- Other 539
- Writ of Summons

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- DJ Appeal - Trespass 337
- Award of Viewers 501
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- Pa. Labor Relations Board 369
- Board of Elections 319
- Local Agency 262
- Zoning Hearing Board or Land Use 030
- Suspension of Operator's License 134
- Suspension of Registration 694
- Other 538

OTHER

- Petition

RECEIVED
 2009 JAN 14 P 3:51
 PROTHONOTARY
 OF BUCKS COUNTY

DEMAND

- over \$50,000
- under \$50,000
- Not Applicable

JURY DEMAND

- (Check only if demanded in Complaint.)
- Yes
 - No

THIS FORM SHOULD BE RETURNED TO THE PROTHONOTARY'S OFFICE

NELSON LEVINE de LUCA & HORST, LLC
WILLIAM DIRK PASTORICK (PA77070)
BRIAN M. ANDRIS (PA93544)
457 HADDONFIELD ROAD
SUITE 710
CHERRY HILL, NJ 08002
856.665.8500
856-665-8501 (fax)

ATTORNEYS FOR DEFENDANTS
D&M REAL ESTATE, LLC, T/A THE
HORSE TAVERN & GRILL AND THE
HORSE, INC., T/A THE HORSE
TAVERN & GRILL

JAMIE MEDFORD FREI
Plaintiff

v.

D&M REAL ESTATE, LLC, T/A THE
HORSE TAVERN & GRILL AND THE
HORSE, INC., T/A THE HORSE TAVERN &
GRILL

Defendant

v.

GENERAL MOTORS CORPORATION
1515 Market Street
Suite 1210
Philadelphia, PA 19102

COURT OF COMMON PLEAS
BUCKS COUNTY

CIVIL ACTION - LAW

CIVIL ACTION NO: 2008-11271-31-2

JURY TRIAL DEMANDED

COMPLAINT NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages you must take action within twenty (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICES SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Bucks County Bar Association
135 East State Street
Doylestown, PA 18901
Phone (215) 348-9413, 1-800-479-8585
www.bucksbar.org

PA Bar Association: www.pabar.org

Dated: January , 2009

NELSON LEVINE de LUCA & HORST, LLC
WILLIAM DIRK PASTORICK (PA77070)
BRIAN M. ANDRIS (PA93544)
457 HADDONFIELD ROAD
SUITE 710
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ATTORNEYS FOR DEFENDANTS
D&M REAL ESTATE, LLC, T/A THE
HORSE TAVERN & GRILL AND THE
HORSE, INC., T/A THE HORSE
TAVERN & GRILL

JAMIE MEDFORD FREI
Plaintiff

v.

D&M REAL ESTATE, LLC, T/A THE
HORSE TAVERN & GRILL AND THE
HORSE, INC., T/A THE HORSE TAVERN &
GRILL

Defendant

v.

GENERAL MOTORS CORPORATION
1515 Market Street
Suite 1210
Philadelphia, PA 19102

COURT OF COMMON PLEAS
BUCKS COUNTY

CIVIL ACTION - LAW

CIVIL ACTION NO: 2008-11271-31-2

JURY TRIAL DEMANDED

**JOINDER COMPLAINT PURSUANT TO Pa. R.C.P. 2252 OF DEFENDANTS,
D&M REAL ESTATE, LLC, T/A THE HORSE TAVERN & GRILL
AND THE HORSE, INC., T/A THE HORSE TAVERN & GRILL AGAINST
ADDITIONAL DEFENDANT GENERAL MOTORS CORPORATION**

The Defendants, D&M Real Estate, LLC, t/a The Horse Tavern & Grill and The Horse, Inc., t/a The Horse Tavern & Grill (hereinafter "The Horse Tavern"), hereby file a Joinder Complaint pursuant to Pa. R.C.P. 2252 against the Additional Defendant, General Motors Corporation and in support thereof avers as follows:

1. On or about October 31, 2008, Plaintiff, Jamie Frei, filed the above-captioned Civil Action Complaint against The Horse Tavern.
2. In the Complaint, Plaintiff claims to have been injured on December 29, 2006.

3. Specifically, Plaintiff has made a claim under Pennsylvania's Dram Shop Act, alleging that he was served alcohol by The Horse Tavern while he was underage and visibly intoxicated and that he was injured as a result.

4. Without admitting any of the factual allegations contained therein, The Horse Tavern incorporates by reference the factual averments of Plaintiff's Complaint.

5. General Motors Corporation is a Pennsylvania corporation with a registered place of business located at 1515 Market Street, Suite 1210, Philadelphia, Pennsylvania, 19102.

6. Plaintiff's injuries were the result of a motor vehicle accident that occurred on December 29, 2006.

7. At the time of the accident, Plaintiff was operating a 2005 Chevrolet Cobalt having a Vehicle Identification Number 1G1AL12F657609040.

8. The 2005 Chevrolet Cobalt was designed, manufactured, sold, and/or distributed by General Motors Corporation.

9. General Motors Corporation had a duty to design and manufacture the 2005 Chevrolet Cobalt in a condition reasonably safe for the user and/or consumer.

10. General Motors Corporation breached its duty by negligently designing and/or manufacturing the 2005 Chevrolet Cobalt so that the airbag failed to deploy during the accident that allegedly caused Plaintiff's injuries.

11. In the event that Plaintiff's allegations that he sustained damages as a result of this incident prove to be true, such allegations being specifically denied by The Horse Tavern, then Additional Defendant, General Motors Corporation is solely liable for those damages as a result of its negligence.

12. In the event that Plaintiff's allegations that he sustained damages as a result of this incident prove to be true, such allegations being specifically denied by The Horse Tavern, then Additional Defendant, General Motors Corporation is solely and/or strictly liable for placing into the stream of commerce an unreasonably dangerous and defective product.

13. Alternatively, if the allegations in Plaintiff's Complaint are true, such allegations being specifically denied, then Additional Defendant General Motors Corporation is liable to Defendant for contribution, or jointly and severally liable, for any amount which may be adjudged against The Horse Tavern, on Plaintiff's cause of action.

NELSON LEVINE de LUCA & HORST, LLC

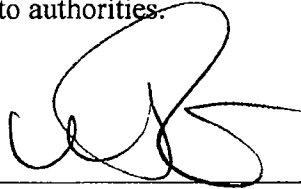
BY: 

WILLIAM DIRK PASTORICK (PA77070)
BRIAN M. ANDRIS (PA93544)
ATTORNEYS FOR DEFENDANTS D&M
REAL ESTATE, LLC, T/A THE HORSE
TAVERN & GRILL AND THE HORSE,
INC., T/A THE HORSE TAVERN & GRILL

Dated: January 14, 2009

VERIFICATION

I, WILLIAM DIRK PASTORICK/BRIAN M. ANDRIS, do hereby state that I am counsel for D&M Real Estate, LLC, t/a The Horse Tavern & Grill and The Horse Tavern, Inc., t/a The Horse Tavern & Grill in the within action, and as such do hereby verify that the statements made in the foregoing Joinder Complaint are true and correct to the best of my knowledge, information and belief. The undersigned understands that the statements therein are made subject to penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.



**WILLIAM DIRK PASTORICK
BRIAN M. ANDRIS**

Dated: 1/14/09

NELSON LEVINE de LUCA & HORST, LLC
WILLIAM DIRK PASTORICK (PA77070)
BRIAN M. ANDRIS (PA93544)
457 HADDONFIELD ROAD
SUITE 710
CHERRY HILL, NJ 08002
856.665.8500
856-665-8501 (fax)

ATTORNEYS FOR DEFENDANTS
D&M REAL ESTATE, LLC, T/A THE
HORSE TAVERN & GRILL AND THE
HORSE, INC., T/A THE HORSE
TAVERN & GRILL

JAMIE MEDFORD FREI
Plaintiff

v.

D&M REAL ESTATE, LLC, T/A THE
HORSE TAVERN & GRILL AND THE
HORSE, INC., T/A THE HORSE TAVERN &
GRILL

Defendant

v.

GENERAL MOTORS CORPORATION
1515 Market Street
Suite 1210
Philadelphia, PA 19102

COURT OF COMMON PLEAS
BUCKS COUNTY

CIVIL ACTION - LAW

CIVIL ACTION NO: 2008-11271-31-2


JURY TRIAL DEMANDED

CERTIFICATE OF SERVICE

I, Tara C. Leary, Secretary to Brian M. Andris, Esquire, hereby certify that a true and correct copy of the JOINDER COMPLAINT PURSUANT TO Pa. R.C.P. 2252 OF DEFENDANTS, D&M REAL ESTATE, LLC, T/A THE HORSE TAVERN & GRILL AND THE HORSE, INC., T/A THE HORSE TAVERN & GRILL AGAINST ADDITIONAL DEFENDANT GENERAL MOTORS CORPORATION was served on January /4, 2009, upon counsel listed below by United States Mail, postage prepaid:

William C. Roeger, Jr., Esquire
William G. Roark, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin
210 W. Walnut Street
P.O. Box 259
Perkasie, PA 18944

NELSON LEVINE de LUCA & HORST, LLC

BY: 
Tara C. Leary, Legal Secretary

Date: January 14, 2009

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO
BY: Francis J. Grey, Jr., Esquire
Identification Number: 56145
BY: Monica V. Pennisi Marsico, Esquire
Identification Number: 83681
190 North Independence Mall West, Suite 500
6th & Race Streets
Philadelphia, PA 19106
(215) 627-0303

*Attorneys for Additional Defendant,
General Motors Corporation*

JAMIE MEDFORD FREI

Plaintiff

v.

D&M REAL ESTATE, LLC, T/A THE HORSE
TAVERN & GRILL AND THE HORSE, INC.,
T/A/ THE HOARSE TAVERN & GRILL

Defendant

v.

GENERAL MOTORS CORPORATION

Third-Party Defendant

: COURT OF COMMON PLEAS
: BUCKS COUNTY, PENNSYLVANIA
:
:
: CIVIL ACTION
:
: NO.: 2008-11271-31-2
:
:

**GENERAL MOTORS CORPORATION'S ANSWER WITH AMENDED NEW MATTER TO JOINDER
COMPLAINT PURSUANT TO PA.R.C.P. 2252 OF DEFENDANTS, D&M REAL ESTATE, LLC, T/A THE
HORSE TAVERN & GRILL AND THE HORSE, INC, T/A THE HORSE TAVERN & GRILL**

Third-Party Defendant, General Motors Corporation (hereinafter "General Motors" or "GM"),
by and through its undersigned counsel, hereby files its Answer with Amended New Matter to the
Joinder Complaint pursuant to Pa.R.C.P. 2252 of defendants, D&M Real Estate, LLC, T/A The Horse
Tavern & Grill and The Horse, Inc., T/A The Horse Tavern & Grill, as follows:

1. Denied. After reasonable investigation, General Motors is without knowledge or
information sufficient to form a belief as to the truth of the allegations contained in Paragraph (1) of

the defendants' Joinder Complaint; therefore, said allegations are denied and strict proof thereof is demanded.

2. Denied. After reasonable investigation, General Motors is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph (2) of the defendants' Joinder Complaint; therefore, said allegations are denied and strict proof thereof is demanded.

3. Denied. After reasonable investigation, General Motors is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph (3) of the defendants' Joinder Complaint; therefore, said allegations are denied and strict proof thereof is demanded.

4. Denied. After reasonable investigation, General Motors is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph (4) of the defendants' Joinder Complaint; therefore, said allegations are denied and strict proof thereof is demanded.

5. Denied. General Motors is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in Detroit, Michigan. It is admitted only that GM does business in the Commonwealth of Pennsylvania.

6. Denied. After reasonable investigation, General Motors is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph (6) of the defendants' Joinder Complaint; therefore, said allegations are denied and strict proof thereof is demanded.

7. Denied. After reasonable investigation, General Motors is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph (7) of

the defendants' Joinder Complaint; therefore, said allegations are denied and strict proof thereof is demanded.

8. Denied as stated. General Motors admits only that it designed in part, manufactured in part and sold to an authorized GM dealership, the 2008 Chevrolet Cobalt bearing Vehicle Identification Number 1G1AL12F657609040 referenced in the defendants' Joinder Complaint.

9. Denied. The allegations contained in Paragraph (9) of Plaintiff's Complaint constitute conclusions of law to which no response is required.

10. Denied. The allegations contained in Paragraph (10) of the defendants' Joinder Complaint constitute conclusions of law to which no response is required. To the extent that a response is required, General Motors specifically denies that the Cobalt referenced in the Joinder Complaint was in a defective condition or unreasonably dangerous in any way when the vehicle left GM's custody and control. By way of further response, General Motors denies that it was negligent in the manner described in the Joinder Complaint or in any manner whatsoever, and otherwise denies as untrue the allegations of Paragraph (10). In further response, General Motors specifically denies that any conduct on its part was the direct or proximate cause of plaintiff's alleged injuries. If plaintiff sustained any injuries, losses or damages, General Motors denies any and all liability for same.

11. Denied. The allegations contained in Paragraph (11) of the defendants' Joinder Complaint constitute conclusions of law to which no response is required. To the extent that a response is required, General Motors specifically denies that it was negligent in the manner described in the defendants' Joinder Complaint or in any manner whatsoever, and otherwise denies as untrue the allegations of Paragraph (11). By way of further response, General Motors denies that any conduct on its part was the direct or proximate cause of plaintiff's alleged injuries. If plaintiff sustained any injuries, losses or damages, General Motors denies any and all liability for same. General Motors specifically denies that it is solely liable for plaintiff's alleged damages.

12. Denied. The allegations contained in Paragraph (12) of the defendants' Joinder Complaint constitute conclusions of law to which no response is required. To the extent that a response is required, General Motors specifically denies that the Cobalt referenced in the Joinder Complaint was in a defective condition or unreasonably dangerous in any way when the vehicle left GM's custody and control. By way of further response, General Motors denies that any conduct on its part was the direct or proximate cause of plaintiff's alleged injuries. If plaintiff sustained any injuries, losses or damages, General Motors denies any and all liability for same. General Motors specifically denies that it is solely liable for plaintiff's alleged damages.

13. Denied. The allegations contained in Paragraph (13) of the defendants' Joinder Complaint constitute conclusions of law to which no response is required. To the extent that a response is required, General Motors specifically denies that it is alone liable, jointly and/or severally liable or liable over to D&M Real Estate, LLC, T/A The Horse Tavern & Grill and The Horse Inc., T/A The Horse Tavern & Grill on any of the causes of action set forth in plaintiff's Complaint or the New Matter of said defendants, or liable for contribution and/or indemnity. General Motors further denies that defendants, D&M Real Estate, LLC, T/A The Horse Tavern & Grill and The Horse Inc., T/A The Horse Tavern & Grill, are entitled to contribution and/or indemnification from General Motors.

WHEREFORE, additional defendant, General Motors Corporation, demands judgment in its favor against defendants, D&M Real Estate, LLC, T/A The Horse Tavern & Grill and The Horse, Inc., T/A The Horse Tavern & Grill, on the causes of action alleged and requests the costs of this litigation.

AMENDED NEW MATTER

By way of further answer, General Motors Corporation sets forth the following New Matter:

14. General Motors hereby pleads the terms of, and incorporates herein, the Release executed by plaintiff, Jamie Frei, on August 22, 2008, in satisfaction of his claims against General

Motors Corporation with regard to the accident referenced in the Joinder Complaint. See: A true and correct copy of the executed Release attached as Exhibit A.

15. General Motors incorporates by reference plaintiff's Complaint against defendants, D&M Real Estate, LLC, T/A The Horse Tavern & Grill and The Horse, Inc., T/A The Horse Tavern & Grill, in this matter.

16. The damages allegedly sustained by plaintiff were caused by the negligent actions or omissions of defendants, D&M Real Estate, LLC, T/A The Horse Tavern & Grill and The Horse, Inc., T/A The Horse Tavern & Grill.

17. The damages allegedly sustained by plaintiff were caused by the negligent actions or omissions, in whole or in part, of additional individuals or entities other than General Motors, and over whom General Motors exercises no authority or control.

18. Plaintiff's alleged injuries may have been caused by the intervening or superseding acts of negligence of persons over whom General Motors exercises no control and for whose conduct General Motors bears no responsibility.

19. The defendants' Joinder Complaint fails to state a claim upon which relief may be granted.

20. Plaintiff's claims may be barred by the applicable statute of limitations.

21. Plaintiff may not have been wearing, or properly wearing, the available occupant restraints at the time of the accident described in the defendants' Joinder Complaint.

22. Abuse and/or misuse of the 2005 Chevrolet Cobalt referenced in the defendants' Joinder Complaint, including but not limited to the failure to maintain said vehicle, may constitute the sole and exclusive cause of the injuries referenced in the Complaint.

23. Plaintiff may have been negligent in the operation of the 2005 Chevrolet Cobalt referenced in the defendants' Joinder Complaint so as to bar or reduce any recovery by operation of the provisions of the Pennsylvania Comparative Negligence Act.

24. Plaintiff's claims may be barred and/or limited by the statutes of the Commonwealth of Pennsylvania relating to motor vehicle insurance and/or motor vehicle accidents.

25. Some or all of the damages requested by the plaintiff are not recoverable in this action.

26. General Motors hereby pleads any and all releases entered, or to be entered into, by the defendants, as a reduction, in whole or in part, of any damages to which the defendants may be entitled to recover from General Motors; it being specifically denied that General Motors is liable to the defendants in any respect.

27. To the extent that plaintiff failed to maintain or preserve the 2003 Chevrolet Silverado referenced in the defendants' Joinder Complaint and/or its component parts in their immediate post-accident condition, plaintiff is guilty of spoliation and the defendants may not maintain an action against General Motors.

28. The 2005 Chevrolet Cobalt referenced in the defendants' Joinder Complaint may have been substantially altered or modified after it left the possession of General Motors.

29. It is specifically denied that the 2005 Chevrolet Cobalt referenced in the defendants' Joinder Complaint was in a defective or dangerous condition at the time that it left the possession and/or control of General Motors Corporation.

30. The 2005 Chevrolet Cobalt referenced in the defendants' Joinder Complaint was designed and manufactured in compliance with congressionally enacted safety standards.

31. The 2005 Chevrolet Cobalt referenced in the defendants' Joinder Complaint was designed and manufactured in conformity with the prevailing scientific and technological knowledge at the time the vehicle left the possession and/or control of General Motors Corporation.

*

32. The 2005 Chevrolet Cobalt referenced in the defendants' Joinder Complaint should have been delivered to the purchaser with a written Limited New Car Warranty. Said warranty speaks for itself and General Motors hereby pleads the limitations contained in said warranty.

33. Plaintiff may have failed to mitigate his or her damages.

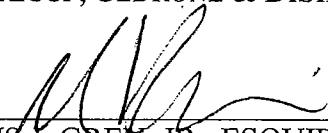
34. General Motors reserves the right upon completion of its investigation and discovery, which is ongoing and incomplete, to file such additional defenses, counterclaims, cross-claims and/or third-party complaints as may be appropriate.

WHEREFORE, additional defendant, General Motors Corporation, demands judgment in its favor against defendants, D&M Real Estate, LLC, T/A The Horse Tavern & Grill and The Horse, Inc., T/A The Horse Tavern & Grill, on the causes of action alleged and requests the costs of this litigation.

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO

DATE: 3/30/09

BY:


FRANCIS J. GREY, JR., ESQUIRE
MONICA V. PENNISI MARSICO, ESQUIRE
*Attorneys for Additional Defendant,
General Motors Corporation*

CERTIFICATE OF SERVICE

I, Monica V. Pennisi Marsico, hereby certify that on this 30th of March, 2009, a copy of the foregoing, *General Motors Corporation's Answer with New Matter to Joinder Complaint pursuant to Pa.R.C.P. 2252 of defendants, D&M Real Estate, LLC, T/A The Horse Tavern & Grill and The Horse, Inc., T/A The Horse Tavern & Grill*, was served upon on all counsel listed below via United States Mail, postage prepaid:

**William C. Roeger, Jr., Esquire
William G. Roark, Esquire
HAMBURG, RUBIN, MULLIN, MAXWELL & LUPIN
210 W. Walnut Street
P.O. Box 259
Perkasie, PA 18944**

**William Dirk Pastorick, Esquire
Brian M. Ardis, Esquire
NELSON LEVINE DELUCA & HORST, LLC
457 Haddonfield Road
Suite 710
Cherry Hill, NJ 08002**



Monica V. Pennisi Marsico, Esquire

EXHIBIT "A"

RELEASE AND INDEMNIFICATION OF ALL CLAIMS

FILE NUMBER: 8213-259-633669

Claims Administrator: Annette Rigdon

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Jamie Frei being of lawful age, for the sole consideration of _____ to the undersigned in hand paid, receipt whereof is hereby acknowledged, does hereby and for my heirs, executors, administrators, successors and assigns, release, acquit, and forever discharge **General Motors Corporation, ESIS Inc.**, and A and T Chevrolet, Hoover Motor Co., Kelley Chev, and his, her, their, or its agents, servants, successors, heirs, executors, administrators the "Releasees", of and from any and all claims, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have, or which may hereafter accrue on account of, or in any way growing out of, any and all known and unknown, foreseen and unforeseen bodily, personal injury and property damage, and the consequences thereof resulting to or resulting from the accident, casualty or event which occurred on or about the 29th day of December, 2006, at or near East Rockhill Township, PA.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said Releasees deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned hereby declare(s) and represent(s) that the injuries sustained are, or may be, permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this Release, it is understood and agreed, that the undersigned relies wholly upon the undersigned's own judgment, belief and knowledge of the nature, extent, affect and duration of said injuries and liability therefore, and it is made without reliance upon any statement or representation of the party or parties hereby released, or their representatives, or by any physician or surgeon by them employed.

It is understood and agreed that this Release is intended to cover, and does cover, without limitation, claims which are known and unknown, claims for known and unknown injuries, and/or damage claims for anticipated or unanticipated injuries and/or damage; and claims for expected or unexpected consequences of injuries and/or damages, which have resulted or may result from any alleged conduct, acts, or omissions of any of the Releasees.

It is understood and agreed that the undersigned, his/her heirs, executors, administrators, and assigns does agree to indemnify, save harmless and defend the Releasees from all claims and demands for damages, costs, expense or compensation on account of, or in any way arising out of the accident, casualty or event which occurred on or about 12-29-06, including actual damages, actual attorneys fees and all other costs arising out of claims for contribution and/or common law indemnification, and/or contractual indemnification brought against the Releasees by any person whatsoever.

It is further understood that this settlement is a confidential settlement, the terms of which will not be disclosed to any third person except as required by law.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not mere recital.

FILE NUMBER: 8213-259-633669

We reserve the right to make claim against any and every person or organization and to claim that they and not the Releasees, are solely or partly liable to me for our injuries, losses, and damages.

It is understood and agreed that this release is governed by the Pennsylvania Contribution Among Joint Tortfeasors Act and the total claim against all other parties who may be liable for compensatory damages is hereby reduced to the extent of the pro rata of common liability of the Releasees, if the Releasees are found to be tortfeasors.

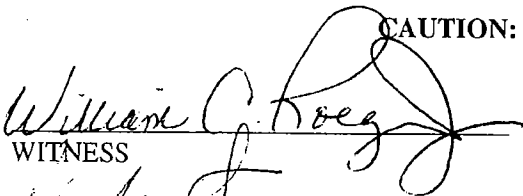
If the Comparative Negligence Act is held to be applicable, the execution of this release shall act as satisfaction of the relative fault, if any, attributed by the Court or jury to the Releasees.

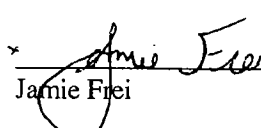
ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT, IS GUILTY OF INSURANCE FRAUD.

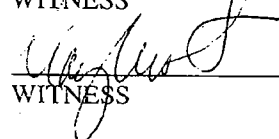
THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this 22nd day of August, 2008.

CAUTION: READ BEFORE SIGNING

 _____ LS
 WITNESS

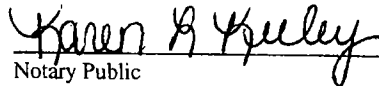
 _____ LS
 Jamie Frei

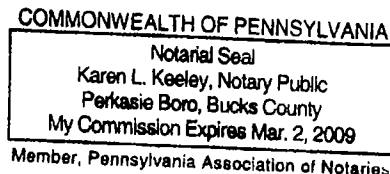
 _____ LS
 WITNESS

State of Pennsylvania }
County of Bucks }

On the 22nd day of August, 2008, before me personally appeared Jamie Frei to me known to be the person(s) named herein and who executed the foregoing Release and he acknowledged to me that he voluntarily executed the same.

My term expires March 2, 2009

 _____
Notary Public



LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO

BY: Francis J. Grey, Jr., Esquire

Identification Number: 56145

BY: Monica V. Pennisi Marsico, Esquire

Identification Number: 83681

190 North Independence Mall West, Suite 500

6th & Race Streets

Philadelphia, PA 19106

(215) 627-0303

*Attorneys for Additional Defendant,
General Motors Corporation*

JAMIE MEDFORD FREI

Plaintiff

v.

D&M REAL ESTATE, LLC, T/A THE HORSE
TAVERN & GRILL AND THE HORSE, INC.,
T/A/ THE HOARSE TAVERN & GRILL

Defendant

v.

GENERAL MOTORS CORPORATION

Additional Defendant.

: COURT OF COMMON PLEAS
: BUCKS COUNTY, PENNSYLVANIA

: CIVIL ACTION

: NO.: 2008-11271-31-2

**STIPULATION TO FILE ANSWER WITH AMENDED NEW MATTER TO JOINDER
COMPLAINT PURSUANT TO P.A.R.C.P. 2252 OF DEFENDANTS, D&M REAL ESTATE, LLC,
T/A THE GRILL AND THE HORSE, INC. T/A THE HORSE TAVERN & GRILL**

AND NOW, this 30th day of March, 2009, it is hereby stipulated and agreed by and
among Defendants, D&M Real Estate, LLC, v/a The Horse Tavern & Grill and The Horse, Inc., v/a The
Horse Tavern & Grill, and Third-Party Defendant, General Motors Corporation, through their undersigned

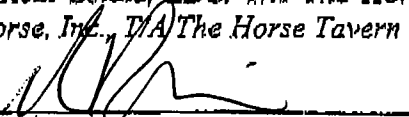
counsel, that General Motors Corporation may file an Answer with Amended New Matter to the Joinder Complaint in the above-captioned matter.

DATE: 3/30/09



WILLIAM DIRK PASTORICK, ESQUIRE
*Attorney for Defendants,
D&M Real Estate, LLC. T/A The Horse Tavern & Grill and
The Horse, Inc., T/A The Horse Tavern & Grill*

DATE: 3/30/09



FRANCIS J. GREY, JR., ESQUIRE
MONICA V. PENNISI MARSICO, ESQUIRE
*Attorneys for Additional Defendant,
General Motors Corporation*

EXHIBIT E

UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF NEW YORK

Notice of Chapter 11 Bankruptcy Cases, Meeting of Creditors, & Deadlines

A chapter 11 bankruptcy case concerning the debtors listed below was filed on June 1, 2009.

You may be a creditor of the Debtors. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. **You are not being sued or forced into bankruptcy.** All documents filed with the Bankruptcy Court, including lists of the Debtors' assets and liabilities, will be available for inspection at the Office of the Clerk of the Bankruptcy Court or by accessing the Bankruptcy Court's website, www.nysb.uscourts.gov, as well as (A) by written request to the Debtors' Claims and Noticing Agent, The Garden City Group, Inc., at the following addresses: (i) if sending by regular mail: GM Claims Agent, P.O. Box 9386, Dublin, Ohio 43017-4286; (ii) if sending by overnight or hand delivery: GM Claims Agent, 105 Maxess Road, Melville, New York 11747, (B) by phone at 703-286-6401, or (C) by accessing its website <http://www.gmcourtdocs.com>. Note that you need a PACER password and login to access documents on the Bankruptcy Court's website (a PACER password is obtained by accessing the PACER website, <http://pacer.psc.uscourts.gov>).

NOTE: The staff of the Bankruptcy Clerk's Office, the Office of the United States Trustee, and the Debtors' Claims and Noticing Agent cannot give legal advice.

See Reverse Side for Important Explanations

Debtors:	Case Number:	Tax ID Number:
General Motors Corporation	09-50026 (REG)	38-0572515
Chevrolet-Saturn of Harlem, Inc.	09-13558 (REG)	20-1426707
Saturn, LLC	09-50027 (REG)	38-2577506
Saturn Distribution Corporation	09-50028 (REG)	38-2755764

All other names used by the Debtors in the last 8 years: <u>General Motors Corporation</u> GMC Truck Division and NAO Fleet Operations GM Corporation-GM Auction Department National Car Rental National Car Sales Automotive Market Research <u>Chevrolet-Saturn of Harlem, Inc.</u> CKS of Harlem <u>Saturn, LLC</u> Saturn Corporation Saturn Motor Car Corporation GM Saturn Corporation Saturn Corporation of Delaware	Attorney for Debtors Harvey R. Miller Stephen Karotkin Joseph H. Smolinsky WELL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007
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Meeting of Creditors

Date: July 27, 2009 Time: 1:00 P.M. Location: Hilton New York, 1335 Avenue of the Americas, New York, NY 10019
 (212) 586-7000

Deadline to File a Proof of Claim
 Notice of deadline will be sent at a later time.

Creditor with a Foreign Address:
 A creditor to whom this notice is sent at a foreign address should read the information under "Claims" on the reverse side.

Deadline to File a Complaint to Determine Dischargeability of Certain Debts:
 Notice of deadline will be sent at a later time.

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Address of the Bankruptcy Clerk's Office: United States Bankruptcy Court One Bowling Green, New York, New York 10004 Telephone: 212-668-2870	For the Court: Clerk of the Bankruptcy Court: Vito Genna
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Hours Open: 8:30 am to 5:00 pm Date: June 3, 2009

“Automatic Stay”), which provides that the filing of the petition, among other things, “operates as a stay, applicable to all entities, of ...the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title” and of “any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate.” 11 U.S.C. § 362(a)(1) & 362(a)(3).

PLEASE BE FURTHER ADVISED that any action taken against General Motors Corporation without obtaining relief from the Automatic Stay from the Bankruptcy Court may be void ab initio and may result in a finding of contempt against Plaintiffs. General Motors Corporation reserves and retains its statutory right to seek relief in the Bankruptcy Court from any judgment, order, or ruling entered in violation of the Automatic Stay.

DATE: 6/10/09

BY:

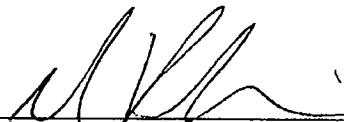

FRANCIS J. GREY, JR., ESQUIRE
MONICA V. PENNISI MARSICO, ESQUIRE
*Attorneys for Additional Defendant,
General Motors Corporation*

EXHIBIT A

Chapter 11 Petition of General Motors Corporation

**United States Bankruptcy Court of 24
Southern District of New York**

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): GENERAL MOTORS CORPORATION		Name of Joint Debtor (Spouse) (Last, First, Middle): N/A				
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): See Schedule 1 Attached		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names): N/A				
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 38-0572515		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): N/A				
Street Address of Debtor (No. and Street, City, and State): 300 Renaissance Center		Street Address of Joint Debtor (No. and Street, City, and State): N/A				
Detroit, Michigan <table border="1" style="float: right; margin-left: 20px;"> <tr><td>ZIP CODE</td></tr> <tr><td>48265-3000</td></tr> </table>		ZIP CODE	48265-3000	<table border="1" style="float: right; margin-left: 20px;"> <tr><td>ZIP CODE</td></tr> </table>		ZIP CODE
ZIP CODE						
48265-3000						
ZIP CODE						
County of Residence or of the Principal Place of Business: Wayne County		County of Residence or of the Principal Place of Business: N/A				
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address): N/A				
<table border="1" style="float: right; margin-left: 20px;"> <tr><td>ZIP CODE</td></tr> </table>		ZIP CODE	<table border="1" style="float: right; margin-left: 20px;"> <tr><td>ZIP CODE</td></tr> </table>		ZIP CODE	
ZIP CODE						
ZIP CODE						
Location of Principal Assets of Business Debtor (if different from street address above): 767 Fifth Avenue, New York, New York						
ZIP CODE 10153						

<p>Type of Debtor (Form of Organization) (Check one box.)</p> <p><input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i></p> <p><input checked="" type="checkbox"/> Corporation (includes LLC and LLP)</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Other (if debtor is not one of the above entities, check this box and state type of entity below.)</p>	<p>Nature of Business (Check one box.)</p> <p><input type="checkbox"/> Health Care Business</p> <p><input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B)</p> <p><input type="checkbox"/> Railroad</p> <p><input type="checkbox"/> Stockbroker</p> <p><input type="checkbox"/> Commodity Broker</p> <p><input type="checkbox"/> Clearing Bank</p> <p><input checked="" type="checkbox"/> Other</p> <p>Automotive Manufacturing Tax-Exempt Entity (Check box, if applicable.)</p> <p><input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).</p>	<p>Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box)</p> <p><input type="checkbox"/> Chapter 7</p> <p><input type="checkbox"/> Chapter 9</p> <p><input checked="" type="checkbox"/> Chapter 11</p> <p><input type="checkbox"/> Chapter 12</p> <p><input type="checkbox"/> Chapter 13</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding</p> <hr/> <p>Nature of Debts (Check one box)</p> <p><input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."</p> <p><input checked="" type="checkbox"/> Debts are primarily business debts.</p> <hr/> <p align="center">Chapter 11 Debtors</p> <p>Check one box:</p> <p><input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).</p> <p><input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).</p> <p>Check if:</p> <p><input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000.</p> <hr/> <p>Check all applicable boxes:</p> <p><input type="checkbox"/> A plan is being filed with this petition.</p> <p><input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(B).</p>
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<p>Statistical/Administrative Information</p> <p><input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.</p> <p><input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.</p> <p>Estimated Number of Creditors (on a Consolidated Basis)</p> <p><input type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input checked="" type="checkbox"/> Over 100,000</p> <p>Estimated Assets (on a Consolidated Basis)</p> <p><input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input checked="" type="checkbox"/> More than \$1 billion</p> <p>Estimated Liabilities (on a Consolidated Basis)</p> <p><input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input checked="" type="checkbox"/> More than \$1 billion</p>	<p>THIS SPACE IS FOR COURT USE ONLY</p>
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Official Form 1 (1/08)		FORM B1, Page 2	
Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): GENERAL MOTORS CORPORATION	
All Prior Bankruptcy Case Filed Within Last 8 Years (If more than two, attach additional sheet.)			
Location Where Filed: N/A	Case Number: N/A	Date Filed: N/A	
Location Where Filed: N/A	Case Number: N/A	Date Filed: N/A	
Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor: Chevrolet-Saturn of Harlem, Inc.		Case Number: As filed	Date Filed: June 1, 2009
District: Southern District of New York		Relationship: Wholly-Owned Direct Subsidiary of General Motors Corporation	Judge: Undetermined
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)		Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.)	
<input checked="" type="checkbox"/> Exhibit A is attached and made a part of this petition.		I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that (he or she) may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by § 342(b). X _____ Signature of Attorney for Debtor(s) Date	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.			
<input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box.)			
<input type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____ (Name of landlord that obtained judgment)			
_____ (Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(f)).			

Official Form 1 (1/08)		FORM B1, Page 3	
Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): GENERAL MOTORS CORPORATION	
Signatures			
Signature(s) of Debtor(s) (Individual/Joint) I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b). I request relief in accordance with the chapter of title 11, United States Code, specified in this petition. X _____ Signature of Debtor X _____ Signature of Joint Debtor Telephone Number (if not represented by attorney) _____ Date _____		Signature of a Foreign Representative I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition. (Check only one box.) <input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached. <input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached. X _____ (Signature of Foreign Representative) _____ (Printed Name of Foreign Representative) Date _____	
Signature of Attorney* X <u>/s/ Stephen Karotkin</u> Signature of Attorney for Debtor(s) <u>Stephen Karotkin</u> Printed Name of Attorney for Debtor(s) <u>Weil Gotshal & Manges LLP</u> Firm Name <u>767 Fifth Avenue</u> Address <u>New York, New York 10153</u> <u>(212) 310-8000</u> Telephone Number <u>June 1, 2009</u> Date		Signature of Non-Attorney Bankruptcy Petition Preparer I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19B is attached. _____ Printed Name and title, if any, of Bankruptcy Petition Preparer _____ Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.) _____ Address X _____ _____ Date Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above. Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual: If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person. A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.	
Signature of Debtor (Corporation/Partnership) I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition. X <u>/s/ Frederick A. Henderson</u> Signature of Authorized Individual <u>Frederick A. Henderson</u> Printed Name of Authorized Individual <u>President and Chief Executive Officer</u> Title of Authorized Individual <u>June 1, 2009</u> Date			

Schedule 1

All Other Names Used By the Debtor in the Last 8 Years

1. GMC Truck Division
2. NAO Fleet Operations
3. GM Corporation
4. GM Corporation-GM Auction Department
5. National Car Rental
6. National Car Sales
7. Automotive Market Research

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11 Case No.
	: 09- _____ ()
GENERAL MOTORS CORPORATION,	:
	:
Debtor.	:
-----X	

**CONSOLIDATED LIST OF CREDITORS
HOLDING 50 LARGEST UNSECURED CLAIMS¹**

Following is the consolidated list of the creditors of General Motors Corporation and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the "Debtors"), holding the 50 largest noncontingent unsecured claims as of May 31, 2009.

Except as set forth above, this list has been prepared in accordance with Rule 1007(d) of the Federal Rules of Bankruptcy Procedure and Rule 1007-1 of the Local Rules of Bankruptcy Procedure. This list does not include persons who come within the definition of "insider" set forth in section 101(31) of chapter 11 of title 11 of the United States Code.

¹ The information herein shall not constitute an admission of liability by, nor is it binding on, the Debtors. All claims are subject to customary offsets, rebates, discounts, reconciliations, credits, and adjustments, which are not reflected on this Schedule.

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address including zip code of employee or agent or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contractor, etc.)	Indicate if claim is contingent, disputed, or subject to suit	Amount of claim plus accrued interest value of claim
<p>1. Wilmington Trust Company</p> <p>Rodney Square North 1100 North Market Street Wilmington, DE 19890 United States</p>	<p>Attn: Geoffrey J. Lewis</p> <p>Phone: (302) 636-6438 Fax: (302) 636-4145</p> <p>Rodney Square North 1100 North Market Street Wilmington, DE 19890 United States</p>	<p>Bond Debt</p>		<p>\$22,759,871,912¹</p>
<p>2. International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)</p> <p>8000 East Jefferson Detroit, MI 48214 United States</p>	<p>Attn: Ron Gettlefinger</p> <p>Phone: (313) 926-5201 Fax: (313) 331-4957</p> <p>8000 East Jefferson Detroit, MI 48214 United States</p>	<p>Employee Obligations</p>		<p>\$20,560,000,000²</p>
<p>3. Deutsche Bank AG, London As Fiscal Agent</p> <p>Theodor-Heuss-Allee 70 Frankfurt, 60262 Germany</p>	<p>Attn: Stuart Harding</p> <p>Phone: (44) 207 547 3533 Fax: (44) 207 547 6149</p> <p>Winchester House 1 Great Winchester Street London EC2N 2DB England</p>	<p>Bond Debt</p>		<p>\$4,444,050,000³</p>

¹ This amount consolidates Wilmington Trust Company's claims as indenture trustee under the indentures, dated December 7, 1995 (\$21,435,281,912) and November 15, 1990 (\$1,324,590,000).

² This liability is estimated as the net present value at a 9% discount rate of future contributions, as of January 1, 2009, and excludes approximately \$9.4 billion corresponding to the GM Internal VEBA.

³ The amount includes outstanding bond debt of \$4,444,050,000, based on the Eurodollar exchange rates of \$1.39.

Name of creditor and complete mailing address including zip code	Name, telephone number, and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Amount of claim or contingent liability (state value of award(s))
<p>4. International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers – Communications Workers of America (IUE-CWA)</p> <p>3461 Office Park Drive Kettering, OH 45439 United States</p>	<p>Attn: Mr. James Clark</p> <p>Phone: (937) 294-9764 Fax: (937) 298-633</p> <p>2701 Dryden Road Dayton, OH 45439 United States</p>	<p>Employee Obligations</p>	<p>\$2,668,600,000⁴</p>
<p>5. Bank of New York Mellon</p> <p>One Wall Street New York, NY 10286 United States</p>	<p>Attn: Gregory Kinder</p> <p>Phone: (212) 815-2576 Fax: (212) 815-5595</p> <p>Global Corporate Trust, 101 Barclay, 7W New York, NY 10286 United States</p>	<p>Bond Debt</p>	<p>\$175,976,800</p>
<p>6. Starcom Mediavest Group, Inc.</p> <p>35 W. Wacker Drive Chicago, IL 60601 United States</p>	<p>Attn: Laura Desmond</p> <p>Phone: (312) 220-3550 Fax: (312) 220-6530</p> <p>35 W. Wacker Drive Chicago, IL 60601 United States</p>	<p>Trade Debt</p>	<p>\$121,543,017</p>
<p>7. Delphi Corp.</p> <p>5725 Delphi Drive Troy, MI 48098 United States</p>	<p>Attn: Rodney O'Neal</p> <p>Phone: (248) 813-2557 Fax: (248) 813-2560</p> <p>5725 Delphi Drive Troy, MI 48098 United States</p>	<p>Trade Debt</p>	<p>\$110,876,324</p>

⁴ This liability estimated as the net present value at a 9% discount rate.

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address including zip code of employee, agent, or department of creditor or affiliate with whom you may be contacted	Nature of claim (trade debt, bond claims, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to set off	Amount of claim (secured also state value of security)
<p>8. Robert Bosch GmbH</p> <p>38000 Hills Tech Drive Farmington Hills, MI 48331 United States</p>	<p>Attn: Franz Fehrenbach</p> <p>Phone: (49 71) 1 811-6220 Fax: (49 71) 1 811-6454</p> <p>Robert-Bosch-Platz 1 / 70839 Gerlingen-Schillerhoehe, Germany</p>	Trade Debt		\$66,245,958
<p>9. Lear Corp.</p> <p>21557 Telegraph Road Southfield, MI 48033 United States</p>	<p>Attn: Robert Rossiter</p> <p>Phone: (248) 447-1505 Fax: (248) 447-1524</p> <p>21557 Telegraph Road Southfield, MI 48033 United States</p>	Trade Debt		\$44,813,396
<p>10. Renco Group, Inc.</p> <p>1 Rockefeller Plaza, 29th Floor New York, NY 10020 United States</p>	<p>Attn: Lon Offenbacher</p> <p>Phone: (248) 655-8920 Fax: (248) 655-8903</p> <p>1401 Crooks Road Troy, MI 48084 United States</p>	Trade Debt		\$37,332,506
<p>11. Enterprise Rent A Car</p> <p>6929 N Lakewood Ave Suite 100 Tulsa, OK 74117 United States</p>	<p>Attn: Greg Stubblefield</p> <p>Phone: (314) 512 3226 Fax: (314) 512 4230</p> <p>600 Corporate Park Drive St. Louis, MO 63105 United States</p>	Trade Debt		\$33,095,987

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address including zip code of employee, agent, or department of creditor (initials valid if name to whom to be contacted)	Name of claimant (debtor, bank, loan, government contractor, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to suit	Amount of claim (if secured, also state value of security)
<p>12. Johnson Controls, Inc.</p> <p>5757 N. Green Bay Avenue Glendale, WI 53209 United States</p>	<p>Attn: Stephen A. Roell</p> <p>Phone: (414)-524-2223 Fax: (414)-524-3000</p> <p>5757 N. Green Bay Avenue Milwaukee, WI 53201 United States</p>	Trade Debt		\$32,830,356
<p>13. Denso Corp.</p> <p>24777 Denso Drive Southfield, MI 48086 United States</p>	<p>Attn: Haruya Maruyama</p> <p>Phone: (248) 350-7500 Fax: (248) 213-2474</p> <p>24777 Denso Drive Southfield, MI 48086 United States</p>	Trade Debt		\$29,229,047
<p>14. TRW Automotive Holdings, Corp.</p> <p>12025 Tech Center Dr. Livonia, MI 48150 United States</p>	<p>Attn: John Plant</p> <p>Phone: (734) 855-2660 Fax: (734) 855-2473</p> <p>12001 Tech Center Drive Livonia, MI 48150 United States</p>	Trade Debt		\$27,516,189
<p>15. Magna International, Inc.</p> <p>337 Magna Drive Aurora, ON L4G 7K1 Canada</p>	<p>Attn: Don Walker</p> <p>Phone: (905) 726-7040 Fax: (905) 726-2593</p> <p>337 Magna Drive Aurora, ON L4G 7K1 Canada</p>	Trade Debt		\$26,745,489
<p>16. American Axle & Mfg Holdings, Inc.</p> <p>One Dauch Drive Detroit, MI 48211-1198 United States</p>	<p>Attn: Richard Dauch</p> <p>Phone: (313) 758-4213 Fax: (313) 758-4212</p> <p>One Dauch Drive Detroit, MI 48211 United States</p>	Trade Debt		\$26,735,957

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address including zip code of employee, agent or department to which claims should be directed	Nature of claim (Trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unfulfilled, disputed or subject to audit	Amount of claim (If several, also state value of liability)
<p>17. Maritz Inc.</p> <p>1375 North Highway Drive Fenton, MO 63099 United States</p>	<p><u>Attn:</u> Steve Maritz</p> <p>Phone: (636) 827-4700 Fax: (636) 827-2089</p> <p>1375 North Highway Drive Fenton, MO 63099 United States</p>	Trade Debt		\$25,649,158
<p>18. Publicis Groupe S.A.</p> <p>133 Ave des Champs Elysees Paris, 75008 France</p>	<p><u>Attn:</u> Maurice Levy</p> <p>Phone: (33 01) 4 443-7000 Fax: (33 01) 4 443-7550</p> <p>133 Ave des Champs-Elysees Paris, 75008 France</p>	Trade Debt		\$25,282,766
<p>19. Hewlett Packard Co.</p> <p>3000 Hanover Street Palo Alto, CA 94304 United States</p>	<p><u>Attn:</u> Mike Nefkens</p> <p>Phone: (313) 230 6800 Fax: (313) 230 5705</p> <p>500 Renaissance Center, MC:20A Detroit, MI 48243 United States</p>	Trade Debt		\$17,012,332
<p>20. Interpublic Group of Companies, Inc.</p> <p>1114 Avenue of the Americas New York, NY 10036 United States</p>	<p><u>Attn:</u> Michael Roth</p> <p>Phone: (212) 704-1446 Fax: (212) 704.2270</p> <p>1114 Avenue of the Americas New York, NY 10036 United States</p>	Trade Debt		\$15,998,270
<p>21. Continental AG</p> <p>Vahrenwalder Str. 9 D-30165 Hanover, Germany</p>	<p><u>Attn:</u> Karl-Thomas</p> <p>Phone: 49-69-7603-2888 Fax: 49-69-7603-3800</p> <p>Guerickestrasse 7, 60488 Frankfurt 60488 Germany</p>	Trade Debt		\$15,539,456

Name of creditor and complete mailing address including zip code	Name, telephone number, and complete mailing address including zip code of employee, agent, or department of creditor familiar with the claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to suit	Amount of claim (If secured also state value of security)
<p>22. Tenneco Inc.</p> <p>500 North Field Drive Lake Forest, IL 60045 United States</p>	<p><u>Attn:</u> Gregg Sherrill</p> <p>Phone: (847) 482-5010 Fax: (847) 482-5030</p> <p>500 North Field Drive Lake Forest, IL 60045 United States</p>	Trade Debt		\$14,837,427
<p>23. Yazaki Corp.</p> <p>6801 Haggerty Road Canton, MI 48187 United States</p>	<p><u>Attn:</u> George Perry</p> <p>Phone: (734) 983-5186 Fax: (734) 983-5197</p> <p>6801 Haggerty Road, 48E Canton, MI 48187 United States</p>	Trade Debt		\$13,726,367
<p>24. International Automotive Components</p> <p>5300 Auto Club Drive Dearborn, MI 48126 United States</p>	<p><u>Attn:</u> James Kamsickas</p> <p>Phone: (313) 253-5208 Fax: (313) 240-3270</p> <p>5300 Auto Club Drive Dearborn, MI 48126 United States</p>	Trade Debt		\$12,083,279
<p>25. Avis Rental Car</p> <p>6 Sylvan Way Parsippany, NJ 07054 United States</p>	<p><u>Attn:</u> Robert Salerno</p> <p>Phone: (973) 496-3514 Fax: (212) 413-1924</p> <p>6 Sylvan Way Parsippany, NJ 07054 United States</p>	Trade Debt		\$12,040,768
<p>26. FMR Corp.</p> <p>82 Devonshire St Boston, MA 02109 United States</p>	<p><u>Attn:</u> Robert J. Chersi</p> <p>Phone: (617) 563-6611 Fax: (617) 598-9449</p> <p>82 Devonshire St Boston, MA 02109 United States</p>	Trade Debt		\$11,980,946

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address, including zip code, of employee, agent or department of creditor (family or other persons who may be contacted)	Name of claim (trade debt, bank loan, government contract, etc.)	Trade debt claim is contingent, unliquidated, disputed or subject to recall	Amount of claim (if secured also state value of collateral)
<p>27. AT&T Corp.</p> <p>208 South Akard Street Dallas, TX 75202 United States</p>	<p><u>Attn:</u> Richard G. Lindner</p> <p>Phone: (214) 757-3202 Fax: (214) 746-2102</p> <p>208 South Akard Street Dallas, TX 75202 United States</p>	Trade Debt		\$10,726,376
<p>28. Union Pacific Corp.</p> <p>1400 Douglas Street Omaha, NE 68179 United States</p>	<p><u>Attn:</u> Robert M. Knight, Jr.</p> <p>Phone: (402) 544-3295 Fax: (402) 501-2121</p> <p>1400 Douglas Street Omaha, NE 68179 United States</p>	Trade Debt		\$10,620,928
<p>29. Warburg E M Pincus & Co., Inc.</p> <p>466 Lexington Ave New York, NY 10017 United States</p>	<p><u>Attn:</u> Joseph P. Landy</p> <p>Phone: (212) 878-0600 Fax: (212) 878-9351</p> <p>466 Lexington Ave New York, NY 10017 United States</p>	Trade Debt		\$10,054,189
<p>30. Visteon Corp.</p> <p>One Village Center Drive Van Buren Township, MI 48111 United States</p>	<p><u>Attn:</u> Donald J. Stebbins</p> <p>Phone: (734) 710-7400 Fax: (734) 710-7402</p> <p>One Village Center Drive Van Buren Twp., MI 48111 United States</p>	Trade Debt		\$9,841,774
<p>31. US Steel</p> <p>600 Grant Street Room 1344 Pittsburgh, PA 15219 United States</p>	<p><u>Attn:</u> John Surma</p> <p>Phone: (412) 433-1146 Fax: (412) 433-1109</p> <p>600 Grant Street Room 1344 Pittsburgh, PA 15219 United States</p>	Trade Debt		\$9,587,431

Name of creditor and complete mailing address including zip code	Name, telephone number, and complete mailing address including zip code of employee, agent or department officer or familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc)	Indicate claim is contingent, unliquidated, allocated or subordinated	Amount of claim, if secured also give value of collateral
<p>32. Arcelor Mittal</p> <p>19, Avenue De La Liberte Luxembourg, L-2930 Luxembourg</p>	<p>Attn: Lakshmi Mittal</p> <p>Phone: 44 20 7543 1131 Fax: (44 20) 7 629-7993</p> <p>Berkley Square House, 7th Floor Berkley Square House London, England W1J6DA</p>	Trade Debt		\$9,549,212
<p>33. AK Steel Holding, Corp.</p> <p>9227 Centre Pointe Drive Westchester, OH 45069 United States</p>	<p>Attn: Jim Wainscott</p> <p>Phone: (513) 425-5412 Fax: (513) 425-5815</p> <p>9227 Centre Pointe Drive Westchester, OH 45069 United States</p>	Trade Debt		\$9,116,371
<p>34. CSX Corp.</p> <p>500 Water Street, 15th Floor Jacksonville, FL 32202 United States</p>	<p>Attn: Oscar Muñoz</p> <p>Phone: (904) 359-1329 Fax: (904) 359-1859</p> <p>500 Water Street, 15th Floor Jacksonville, FL 32202 United States</p>	Trade Debt		\$8,884,846
<p>35. Hertz Corporation</p> <p>14501 Hertz Quail Springs Parkway Oklahoma City, OK 73134 United States</p>	<p>Attn: Elyse Douglas</p> <p>Phone: (201) 450-2292 Fax: (866) 444-4763</p> <p>225 Brae Boulevard Park Ridge, NJ 07656 United States</p>	Trade Debt		\$8,710,291

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address including zip code of creditor or agent or department of creditor (including name of individual who may be contacted)	Nature of claim (trade debt, bond, loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to set-off	Amount of claim (if secured also state value of security)
<p>36. Alpha S.A. de C.V.</p> <p>Ave. Gómez Morín No. 1111 Sur Col. Carrizalejo San Pedro Garza García, N. L. C.P. 66254 Mexico</p>	<p><u>Attn:</u> Manuel Rivera</p> <p>Phone: (52 81) 8 748 1264 Fax: (52 81) 8 748-1254</p> <p>Ave. Gómez Morín No. 1111 Sur Col. Carrizalejo San Pedro Garza García, N. L. C.P. 66254 Mexico</p>	Trade Debt		\$8,209,133
<p>37. Voith AG</p> <p>2200 N. Roemer Rd Appleton, WI United States</p>	<p><u>Attn:</u> Hubert Lienhard</p> <p>Phone: 49 7321 372301</p> <p>St. Poltner Strasse 43 Heidenheim, D-89522 Germany</p>	Trade Debt		\$7,146,187
<p>38. Goodyear Tire & Rubber Co.</p> <p>1144 E Market St Akron, OH 44316-0001 United States</p>	<p><u>Attn:</u> Robert Keegan</p> <p>Phone: (330) 796-1145 Fax: (330) 796-2108</p> <p>1144 East Market Street Akron, OH 44316-0001 United States</p>	Trade Debt		\$6,807,312
<p>39. Manufacturers Equipment & Supply Co.</p> <p>2401 Lapeer Rd Flint, MI 48503-4350 United States</p>	<p><u>Attn:</u> Greg M. Gruizenga</p> <p>Phone: (800) 373-2173 Fax: (810) 239-5360</p> <p>2401 Lapeer Rd Flint, MI 48503 United States</p>	Trade Debt		\$6,695,777
<p>40. Severstal O A O</p> <p>4661 Rotunda Drive P.O. Box 1699 Dearborn, MI 48120 United States</p>	<p><u>Attn:</u> Gregory Mason</p> <p>Phone: (313) 317-1243 Fax: (313) 337-9373</p> <p>14661 Rotunda Drive, P.O. Box 1699 Dearborn, MI 48120 United States</p>	Trade Debt		\$6,687,993

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address including zip code of employee, agent or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contractor, etc.)	Indicate if claim is contingent, unliquidated, or subject to set-off	Amount of claim (to be reported also state value of secured)
<p>41. Exxon Mobil Corp.</p> <p>5959 Las Colinas Boulevard Irving, TX 75039 United States</p>	<p><u>Attn:</u> James P. Hennessy</p> <p>Phone: (703) 846-7340 Fax: (703) 846-6903</p> <p>3225 Gallows Road Fairfax, VA 22037 United States</p>	Trade Debt		\$6,248,959
<p>42. Hitachi Ltd.</p> <p>955 Warwick Road P.O. Box 510 Harrodsburg, KY 40330 United States</p>	<p><u>Attn:</u> Yasuhiko Honda</p> <p>Phone: (81 34) 564-5549 Fax: (81 34) 564-3415</p> <p>Akihabara Daibiru Building 18-13, Soto-Kanda, 1-Chome Chiyoda-Ku, Tokyo, 101-8608 Japan</p>	Trade Debt		\$6,168,651
<p>43. Mando Corp.</p> <p>4201 Northpark Drive Opelika, AL 36801 United States</p>	<p><u>Attn:</u> Zung Su Byun</p> <p>Phone: (82 31) 680-6114 Fax: (82 31) 681-6921</p> <p>343-1, Manho-Ri, Poseung-Myon, Pyongtaek Kyonggi, South Korea, Korea</p>	Trade Debt		\$5,459,945
<p>44. General Physics Corp.</p> <p>1500 W. Big Beaver Rd. Troy, MI 48084 United States</p>	<p><u>Attn:</u> Sharon Esposito Mayer</p> <p>Phone: (410) 379-3600 Fax: (410) 540-5302</p> <p>6095 Marshalee Drive, St. 300 Elkridge, MD 21075 United States</p>	Trade Debt		\$5,208,070
<p>45. Sun Capital Partners, Inc.</p> <p>5200 Town Center Circle, Suite 600 Boca Raton, FL 33486 United States</p>	<p><u>Attn:</u> Mr. Kevin</p> <p>Phone: (561) 948-7514 Fax: (561) 394-0540</p> <p>5200 Town Center Circle, Suite 600 Boca Raton, FL 33486 United States</p>	Trade Debt		\$4,747,353

Name of creditor and complete mailing address including zip code	Name, telephone number, and complete mailing address including zip code of employee, agent or department of creditor (family with status who may be contacted)	Name of claim (trade debt, bond, loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, all paid or subject to set off	Amount of claim (if secured, state value of security)
<p>46. Jones Lang Lasalle, Inc.</p> <p>200 East Randolph Drive Chicago, IL 60601 United States</p>	<p><u>Attn:</u> Colin Dyer</p> <p>Phone: (312) 228-2004 Fax: (312) 601-1000</p> <p>200 East Randolph Drive Chicago, IL 60601 United States</p>	Trade Debt		\$4,651,141
<p>47. McCann Erickson</p> <p>238 11 Avenue, SE Calgary, Alberta T2G OX8 Canada</p>	<p><u>Attn:</u> Gary Lee</p> <p>Phone: (646) 865 2606 Fax: (646) 865 8694</p> <p>622 3rd Avenue New York, NY 10017 United States</p>	Trade Debt		\$4,603,457
<p>48. Flex-N-Gate Corp.</p> <p>1306 East University Ave. Urbana, IL 61802 United States</p>	<p><u>Attn:</u> Shahid Khan</p> <p>Phone: (217) 278-2618 Fax: (217) 278-2318</p> <p>1306 East University Urbana, IL 61802 United States</p>	Trade Debt		\$4,490,775
<p>49. Bridgestone Corp.</p> <p>535 Marriott Drive Nashville, TN 37214 United States</p>	<p><u>Attn:</u> Shoshi Arakawa</p> <p>Phone: (81 33) 567 0111 Fax: (81 33) 567 9816</p> <p>10-1 Kyobashi 1-chome Chuo-ku, Tokyo, Japan 104 Japan</p>	Trade Debt		\$4,422,763
<p>50. Cap Gemini America Inc</p> <p>623 Fifth Avenue, 33rd Floor New York, NY 10022 United States</p>	<p><u>Attn:</u> Thierry Delaporte</p> <p>Phone: (212) 314-8327 Fax: (212) 314-8018</p> <p>623 Fifth Avenue, 33rd Floor New York, NY 10022 United States</p>	\$4,415,936 Trade Debt		\$4,415,936

DECLARATION UNDER PENALTY OF PERJURY:

I, the undersigned authorized officer of the corporation named as Debtor in this case, declare under penalty of perjury that I have reviewed the foregoing Consolidated List of Creditors Holding the 50 Largest Unsecured Claims and that the list is true and correct to the best of my information and belief.

Dated: June 1, 2009

/s/ Frederick A. Henderson

Signature

NAME: Frederick A. Henderson

TITLE: President and Chief Executive Officer

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re	:	Chapter 11 Case No.
GENERAL MOTORS CORPORATION,	:	09-____ ()
Debtor.	:	

EXHIBIT "A" TO VOLUNTARY PETITION

1. The debtor's securities are registered under Section 12 of the Securities and Exchange Act of 1934, and the SEC file number is 1-143.
2. The following financial data is the latest available information and refers to the debtor's condition on March 31, 2009.

a. Total assets on a consolidated basis: \$82,290,000,000

b. Total debts on a consolidated basis (including debts listed in 2.c., below): \$172,810,000,000

			Approximate number of holders.
c. Debt securities held by more than 500 holders.			
secured	unsecured	subordinated	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>\$21,694,000,000¹</u> <u>Greater than 500</u>
secured	unsecured	subordinated	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>\$3,221,000,000²</u> <u>Greater than 500</u>
secured	unsecured	subordinated	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>\$1,388,000,000³</u> <u>Greater than 500</u>

d. Number of shares of preferred stock: 6,000,000 shares authorized; no shares issued and outstanding.

¹ Issued pursuant to Senior Indenture, dated as of December 7, 1995.

² Issued pursuant to Senior Indenture, dated as of July 3, 2003.

³ Issued pursuant to Senior Indenture, dated as of November 15, 1990.

- e. Number of shares of common stock: 2,000,000,000 shares authorized,
800,937,541 shares issued, and 610,505,273 shares outstanding, all as of March
31, 2009.
3. Brief description of debtor's business: The debtor, together with its affiliates, is
engaged in the manufacturing, marketing, and distribution of cars and trucks
worldwide.
4. List the names of any person who directly or indirectly owns, controls, or holds, with
power to vote, 5% or more of the voting securities of debtor: State Street Bank
and Trust Company (17.0%)

APPROVAL OF BANKRUPTCY FILING, 363 SALE AND RELATED MATTERS

WHEREAS, at this meeting and at prior meetings, the Board of Directors (the "Board") of General Motors Corporation (the "Corporation") has extensively reviewed the alternatives available to the Corporation and its direct and indirect subsidiaries Saturn, LLC, Saturn Distribution Corporation and Chevrolet-Saturn of Harlem, Inc. (the "Filing Subsidiaries") and has determined that the commencement of a Chapter 11 case in the United States by each of the Corporation and the Filing Subsidiaries presents the only opportunity for preserving and maximizing the value of the enterprise for the benefit of the Corporation's stakeholders and other interested parties;

COMMENCEMENT OF BANKRUPTCY CASES

RESOLVED, that the Corporation and each of the Filing Subsidiaries be, and it hereby is, authorized and directed to file a petition seeking relief under the provisions of Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code");

RESOLVED, that each of the Proper Officers (it being understood that, for the purposes of these resolutions, the "Proper Officers" shall include, without limitation, the President and Chief Executive Officer, any vice president of the Corporation (including executive or group vice presidents), the Controller and Chief Accounting Officer, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer and any other officer of the Corporation determined by the Legal Staff of the Corporation to be an appropriate officer with respect to the action taken) is hereby authorized and directed, in the name and on behalf of the Corporation, to execute, verify, and file all petitions under Chapter 11 of the Bankruptcy Code and to cause the same to be filed in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") at such time as such Proper Officer shall determine;

RESOLVED, that in connection with the commencement of the Chapter 11 case by the Corporation, each Proper Officer is hereby authorized, in the name and on behalf of, the Corporation, to negotiate, execute, and deliver such notes, security and other agreements, and instruments as such Proper Officer considers appropriate to enable the Corporation to utilize cash collateral on the terms and conditions such Proper Officer or Proper Officers executing the same may consider necessary, proper, or desirable, and to consummate the transactions contemplated by such notes, security and other agreements and instruments on behalf of the Corporation, subject to Bankruptcy Court approval;

RESOLVED, that each Proper Officer is hereby authorized and directed, in the name and on behalf of the Corporation, to cause the Corporation to enter into, execute, deliver, certify, file and/or record, negotiate, and perform, any and all petitions, schedules, lists, motions, certifications, agreements, instruments, affidavits, applications, including without limitation, applications for approvals or rulings of governmental or regulatory authorities, or other documents and to take such other actions, as in the judgment of such Proper Officer shall be or become necessary, proper, or desirable in connection with the Corporation's Chapter 11 case;

RESOLVED, that the Board sees no objection to each of the Filing Subsidiaries taking any and all action, including authorizing a filing in the Bankruptcy Court, and to executing and delivering all documents, agreements, motions and pleadings as are

necessary, proper, or desirable to enable such Filing Subsidiary to carry out the filing in Bankruptcy Court contemplated hereby;

RESOLVED, that the Board sees no objection to a filing by GMCL, if determined to be appropriate by the Board of Directors of GMCL, for protection from its creditors under the Companies' Creditors Arrangement Act (the "CCAA") or to any actions taken by GMCL as are necessary, proper, or desirable to enable GMCL to carry out such filing;

EXECUTION OF MASTER SALE AND PURCHASE AGREEMENT

RESOLVED, that the Board finds that the sale of substantially all of the assets of the Corporation to Auto Acquisition Corp., a new entity formed by the United States Department of the Treasury, in accordance with the Purchase Agreement (as defined below), is expedient and in the best interests of the Corporation;

RESOLVED, that the form, terms and provisions of the proposed Master Sale and Purchase Agreement (the "Purchase Agreement") by and among the Corporation, the Filing Subsidiaries and Vehicle Acquisition Holdings LLC., in substantially the form reviewed by the Board, are hereby approved, and the sale of substantially all of the assets of the Corporation set forth in the Purchase Agreement on the terms set forth in the Purchase Agreement be, and hereby is, authorized and approved;

RESOLVED, that each of the Proper Officers, or any of them, is hereby authorized and directed to execute and deliver the Purchase Agreement, with such changes therein or revisions thereto as the Proper Officer or Officers executing and delivering the same may in his or their sole and absolute discretion approve consistent with these Resolutions and with the advice of the Corporation's Legal Staff, and to cause the Corporation to carry out the terms and provisions thereof;

RESOLVED, that each of the Proper Officers, or any of them, is hereby authorized and directed to approve, execute and deliver from time to time such amendments, changes or modifications to the Purchase Agreement as any such Proper Officer shall, consistent with these Resolutions and with the advice of the Corporation's Legal Staff, deem necessary, proper or advisable;

RESOLVED, that if the Corporation determines no later than the due date (including any extensions) of the Corporation's tax return for the taxable year in which the sale contemplated by the Purchase Agreement is closed that an Agreed G Transaction (as defined in the Purchase Agreement) has occurred, (i) the Purchase Agreement will be deemed to constitute a "plan" of the Corporation for purposes of Sections 368 and 354 of the Internal Revenue Code of 1986, as amended (the "Tax Code"), and (ii) the Corporation shall treat the transactions contemplated in the Purchase Agreement, in combination with the subsequent liquidation of the Corporation and the Filing Subsidiaries (as defined in the Purchase Agreement), as a tax-free reorganization pursuant to Section 368(a)(1)(G) of the Tax Code (with any actual or deemed distribution by the Corporation qualifying solely under Sections 354 and 356 of the Tax Code but not under Section 355 of the Tax Code);

EXECUTION OF LOAN FACILITIES – U.S. AND CANADA

RESOLVED, that in connection with the commencement of the Chapter 11 case by the Corporation, each of the Proper Officers, or any of them, is hereby authorized to

negotiate, execute, deliver and cause the Corporation to perform its obligations under (i) a secured superpriority debtor-in-possession credit agreement (the "Credit Agreement"), among the Corporation, a debtor and debtor in possession under Chapter 11 of the Bankruptcy Code, as borrower, certain subsidiaries of the Corporation listed therein, as guarantors, the United States Department of the Treasury, as lender, and Export Development Canada, as lender, substantially in the form and on the terms and conditions presented to the Board; (ii) one or more notes ("Notes") providing for loans under the Credit Agreement in an aggregate principal amount not to exceed \$65 billion plus the principal amount of any Additional Notes (as defined in the Credit Agreement), in each case together with interest thereon at the rate specified in the Credit Agreement and (iii) the other agreements contemplated by the Credit Agreement, including pledge agreements, security agreements, mortgages, financing statements and any other similar documents in connection with granting a security interest in or a pledge of the Corporation's assets as collateral to secure the Obligations (as defined in the Credit Agreement) and any other agreements or documents (the documents described in this clause (iii) collectively described herein as the "Other Financing Documents"), as any Proper Officer determines is necessary, proper, or desirable to consummate the transactions contemplated by the Credit Agreement and the Other Financing Documents, in each case consistent with these Resolutions and the advice of the Corporation's Legal Staff, as evidenced by the execution thereof by the Proper Officer;

RESOLVED, that each of the Proper Officers, or any of them, is hereby authorized to grant a security interest in and pledge assets as collateral under the Guaranty and Security Agreement, the Equity Pledge Agreement and each Other Financing Document to which the Corporation is party;

RESOLVED, that the Board sees no objection to the issuance by all or any of the direct or indirect subsidiaries of the Corporation of guarantees of the Obligations and the granting of a security interest in or the pledge of any assets by such subsidiaries as collateral to secure the Obligations by entering into the Guaranty and Security Agreement and the Equity Pledge Agreement, in each case substantially in the form reviewed by the Board, together with the Other Financing Documents to which such subsidiary is party;

RESOLVED, that the Board sees no objection (a) to the execution and delivery by GMCL of an amended and restated loan agreement with Export Development Canada ("EDC") as lender (the "Canadian Credit Agreement") amending the loan agreement between GMCL and EDC, among other parties, dated as of April 29, 2009 (the "April EDC Credit Agreement") or (b) to the provision of secured guaranties of certain obligations of GMCL under the Canadian Credit Agreement to be given by 1908 Holdings Limited, Parkwood Holdings Limited, and GM Overseas Funding LLC, each of which is a direct or indirect subsidiary of GMCL;

RESOLVED, that the Corporation's guarantee of certain obligations of GMCL under the Canadian Credit Agreement secured by the pledge of some or all of its ownership interest in GMCL is approved on terms to be approved by the CFO, which may include the Corporation's participation in the Canadian Credit Agreement as a borrower, consistent with the advice of the Corporation's Legal Staff;

RESOLVED, that the Corporation's guarantee of GMCL's obligations under the April EDC Credit Agreement as approved at the meeting of the Board on April 24, 2009 will continue to be valid, binding and enforceable until the effectiveness of the Canadian Credit Agreement, and in connection with the foregoing, the Proper Officers, or any Proper Officer, is authorized to execute and deliver a Confirmation and Acknowledgment (the "Acknowledgment") stating that the April EDC Credit Agreement may be modified or supplemented by EDC and GMCL without the Corporation's participation;

RESOLVED, that the Proper Officers, or any Proper Officer, is hereby authorized to execute and deliver the guaranty and any other agreements or documents to which the Corporation is a party or to take any other actions that he determines are necessary, appropriate or advisable to consummate the transactions contemplated by the Canadian Credit Agreement;

GENERAL AUTHORIZATION AND RATIFICATION

RESOLVED, that each Proper Officer is authorized and directed, consistent with these Resolutions and with the advice of the Corporation's Legal Staff: (i) to negotiate, execute, deliver, certify, file and/or record, and perform, any and all of the agreements, documents, and instruments referenced herein, and such other agreements, documents, and instruments and assignments thereof as may be required or as such Proper Officer deems appropriate or advisable, or to cause the negotiation, execution, and delivery thereof, as the case may be, in such form and substance as such Proper Officer may approve, together with such changes and amendments to any of the terms and conditions thereof as such Proper Officer may approve, (ii) to negotiate, execute, deliver, certify, file and/or record, and perform any agreements, documents, certificates, consents, filings, and applications relating to the Resolutions adopted and matters ratified or approved herein and the transactions contemplated thereby, and amendments and supplements to any of the foregoing, and to take such other action as may be required or as such Proper Officer deems appropriate or advisable in connection therewith, and (iii) to do such other things as may be required, or as may in such Proper Officer's judgment be necessary, proper, or desirable, to carry out the intent and effectuate the purposes of the Resolutions adopted and matters ratified or approved herein and the consummation of the transactions contemplated hereby; and

RESOLVED, that all actions taken by the Proper Officers, or any of them, prior to the date of the foregoing Resolutions adopted at this meeting and within the authority conferred, are hereby ratified, confirmed, approved in all respects as the act and deed of the Corporation.

* * * * *

ASSISTANT SECRETARY'S CERTIFICATE

GENERAL MOTORS CORPORATION

May 31, 2009

As a duly elected and appointed Assistant Secretary of General Motors Corporation, a Delaware corporation (the "Corporation") I, Anne T. Larin, certify that a true and complete copy of resolutions duly adopted by the Board of Directors of the Corporation on May 31, 2009 is attached to this Certificate and that such resolutions have not been modified, rescinded or amended and are now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate as of the date written above.



Name: Anne T. Larin
Title: Assistant Secretary

AFFIRMATION OF SERVICE BY FEDERAL EXPRESS

Monica V. Pennisi Marsico, an attorney duly admitted to practice law before the Courts of the Commonwealth of Pennsylvania hereby affirms the following to be true under penalty of perjury:

I am over the age of eighteen (18) years, am employed by the law firm of Lavin, O'Neil, Ricci, Cedrone & DiSipio, and am not a party to this action.


On the 10th day of June, 2009, I served a copy of the foregoing Notice of Bankruptcy in the above-captioned action upon:

William C. Roeger, Jr., Esquire
William G. Roark, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin
210 W. Walnut Street
P.O. Box 259
Perkasie, PA 18944

William Dirk Pastorick, Esquire
Brian Andris, Esquire
Nelson Levine deLuca & Horst, LLC
457 Haddonfield Road
Suite 710
Cherry Hill, NJ 08002

by depositing true copies of the same in a properly addressed wrapper into the custody of FedEx, an overnight delivery service for overnight delivery, prior to the latest time designated by FedEx for overnight delivery.

Dated: 6/10/09



Monica V. Pennisi Marsico, Esquire