

**DOCUMENTS REGARDING COUNTER-
DESIGNATION OF RECORD ON APPEAL
NOT PREVIOUSLY FILED BUT SUBMITTED TO
CHAMBERS IN CONNECTION WITH TRIAL
(NEW GM EXHIBITS)**

EXHIBIT M

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

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	:	
In re	:	Chapter 11 Case No.
	:	
GENERAL MOTORS CORP., et al.,	:	09-____ ()
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**MOTION OF DEBTORS FOR ENTRY OF ORDER
PURSUANT TO 11 U.S.C. §§ 105(a) AND 363
AUTHORIZING DEBTORS TO HONOR PREPETITION
OBLIGATIONS TO CUSTOMERS, DEALERS, AND TRADE
CUSTOMERS AND TO OTHERWISE CONTINUE WARRANTY,
CREDIT CARD, OTHER CUSTOMER, DEALER, AND TRADE
CUSTOMER PROGRAMS IN THE ORDINARY COURSE OF BUSINESS**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

General Motors Corporation (“GM”) and certain of its subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), submit this Motion for authority to (a) fully honor and continue their warranty programs and (b) fully honor and continue certain prepetition customer programs. In support of this Motion, the Debtors respectfully represent as follows:

Background

1. On the date hereof (the "Commencement Date"), the Debtors each commenced with this Court a voluntary case under chapter 11 of title 11, United States Code (the "Bankruptcy Code"). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory creditors' committee has been appointed in these chapter 11 cases.

2. Contemporaneously herewith, the Debtors have filed a motion requesting joint administration of the chapter 11 cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

General Motors' Businesses

3. For over one hundred years, GM, together with its approximately 463 direct and indirect wholly-owned subsidiaries (collectively, "General Motors" or the "Company"), has been a major component of the U.S. manufacturing and industrial base, as well as the market leader in the automotive industry. The Company's brands have been the standard bearer in the development of the American automotive industry, having produced some of the most striking and memorable automotive designs, including: Corvette, Riviera, and Eldorado. Over many years, the Company has supplied one in five vehicles sold in the United States. It is the largest original equipment manufacturer ("OEM") in the country and the second largest in the world. General Motors' highly-skilled engineering and development personnel also designed and manufactured the first lunar roving vehicle driven on the moon. Today, the Company continues as a leading global technology innovator. Currently, it is setting the automotive industry standard for "green" manufacturing methods.

4. William C. Durant founded General Motors in 1908 to implement his vision of one company growing through the creation and management of multiple brands. General Motors began as a holding company for Buick Motor Company, and, by 1916, the Company's brands included Chevrolet, Pontiac (then known as Oakland), GMC, Oldsmobile, and Cadillac. Under Mr. Durant's successor, Alfred P. Sloan, Jr., General Motors adopted the groundbreaking strategy of "a car for every purse and purpose," which revolutionized the automotive market by dividing it into distinct price segments, ranging from low-priced to luxury. Based on that strategy, the Company proceeded to build an automotive manufacturing giant offering distinctive brands and models for each market segment.

5. Over the past century, the Company grew into a worldwide leader in products and services related to the development, manufacture, and marketing of cars and trucks under various brands, including: Buick, Cadillac, Chevrolet, GMC, Daewoo, Holden, HUMMER, Opel, Pontiac, Saab,¹ Saturn, Vauxhall, and Wuling. The Company has produced nearly 450,000,000 vehicles globally and operates in virtually every country in the world. The recent severe economic downturn has had an unprecedented impact on the global automotive industry. Nevertheless, particularly in the United States, the automotive industry remains a driving force of the economy. It employs one in ten American workers and is one of the largest purchasers of U.S.-manufactured steel, aluminum, iron, copper, plastics, rubber, and electronic and computer chips. Almost 4% of the United States gross domestic product, and nearly 10% of U.S. industrial production by value, are related to the automotive industry.

¹ As a result of the global economic crisis and its effect in the automotive industry, Saab commenced reorganization proceedings in Sweden in February 2009.

6. GMAC LLC (“GMAC”) is a global finance company that provides a range of financial services, including customer vehicle financing to the Company’s customers and automotive dealerships and other commercial financing to the Company’s dealers.

7. The Company’s automotive operations include four automotive segments – GM North America, GM Europe, GM Latin America/Africa/Mid-East, and GM Asia Pacific – each of which functions as independent business units with coordinated product development and functional support. Each geographic region has its own management team, subject to oversight by the Company. Substantially all of General Motors’ worldwide car and truck deliveries (totaling 8.4 million in 2008) are marketed through retail dealers in North America and through distributors and dealers outside North America, most of which are independently owned. In addition to the products sold to dealers for consumer retail sales, General Motors sells cars and trucks to fleet customers, including rental car companies, commercial fleet companies, leasing companies, and governmental units.

8. As of March 31, 2009, General Motors employed approximately 235,000 employees worldwide, of whom 163,000 (69%) were hourly employees and 72,000 (31%) were salaried employees. In the United States, approximately 62,000 (68%) of the employees were represented by unions. The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the “UAW”) represents the largest portion of General Motors’ U.S. unionized employees (totaling approximately 61,000 employees).

9. As of March 31, 2009, General Motors had consolidated global recorded assets and liabilities of approximately \$82,290,000,000 and \$172,810,000,000, respectively. Global revenues recorded for fiscal year 2008 aggregated approximately \$150 billion.

The Economic Downturn and the U.S. Treasury Loan

10. In 2008, the Company was confronted by the worst economic downturn and credit market conditions since the Great Depression of the 1930s. Consumers were faced with illiquid credit markets, rising unemployment, declining incomes and home values, and volatile fuel prices.

11. This economic turmoil resulted in significant financial stress on the automotive industry. In the last quarter of 2008, new vehicle sales in the United States plummeted to their lowest per capita levels in fifty years. The Company's revenues fell precipitously, thereby draining liquidity that, one year prior, had been considered adequate to fund operations. As a result of the impending liquidity crisis, the Company was compelled to seek financial assistance, on a secured basis, from the federal government in order to sustain the Company's operations and avoid the potential for systemic failure throughout the domestic automotive industry, with an attendant effect on hundreds of thousands of jobs and the sequential shutdown of numerous ancillary businesses.

12. The federal government recognized the potentially devastating negative effect of a GM failure on the U.S. economy. On December 31, 2008, GM and the United States Department of the Treasury (the "U.S. Treasury") entered into an agreement (the "U.S. Treasury Loan Agreement") that provided GM with emergency financing of up to \$13.4 billion pursuant to a secured term loan facility (the "U.S. Treasury Facility"). A number of the Company's domestic subsidiaries guaranteed GM's obligations under the U.S. Treasury Facility and also guaranteed each of the other guarantors' obligations that were entered into concurrently with the U.S. Treasury Facility. The U.S. Treasury Facility is secured by a first priority lien on and security interest in substantially all the assets of GM and each of the guarantors that were previously unencumbered, as well as a junior priority lien on encumbered assets, subject to

certain exceptions. The U.S. Treasury Facility is also collaterally secured by a pledge of the equity interests held by GM and the guarantors in certain foreign subsidiaries, subject to certain exceptions.

13. The U.S. Treasury Facility required that the Company develop a plan to transform GM and demonstrate future viability. On February 17, 2009, in order to address this condition, GM submitted a proposed viability plan (the “Long-Term Viability Plan”) to the automobile task force appointed by President Obama to deal with the issues confronting the automobile industry and advise him and the Secretary of Treasury in connection therewith (the “Presidential Task Force”).

The U.S. Treasury-Sponsored Program for GM

14. On March 30, 2009, President Obama announced that the Long-Term Viability Plan did not meet the federal government’s criteria to establish GM’s future viability and, as a result, did not justify a substantial new investment of taxpayer dollars. The President outlined a series of actions that GM would have to undertake to receive additional federal assistance. In conjunction with this announcement, in the interests of the Company’s receiving further support from the U.S. Treasury, G. Richard Wagoner, Jr., who had been CEO since June 1, 2000, agreed to resign as Chairman and CEO of GM. In addition, Kent Kresa, a director since 2003, was appointed as Chairman of the Board, and it also was announced that a majority of the Board would be replaced over the next few months because it “will take new vision and new direction to create the GM of the future.” Barack H. Obama, U.S. President, Remarks on the American Automotive Industry at 4 (Mar. 30, 2009) [hereinafter *Presidential Remarks*].

15. President Obama also stated that the U.S. Treasury would extend to the Company adequate working capital for a period of sixty days while it worked with the Company to develop, propose, and implement a more aggressive viability plan that would include a

“credible model for how not only to survive, but to succeed in th[e] competitive global market.”

Id. The President observed that the Company needs a “fresh start to implement the restructuring plan” it develops, which “may mean using our [B]ankruptcy [C]ode as a mechanism to help [it] restructure quickly and emerge stronger.” *Id.* at 5. President Obama explained:

What I’m talking about is using our existing legal structure as a tool that, with the backing of the U.S. Government, can make it easier for General Motors . . . to *quickly* clear away old debts that are weighing [it] down so that [it] can get back on [its] feet and onto a path to success; a tool that we can use, even as workers stay on the job building cars that are being sold.

What I’m not talking about is a process where a company is simply broken up, sold off, and no longer exists. We’re not talking about that. And what I’m *not talking about is a company that’s stuck in court for years, unable to get out.*

Id. at 5-6 (emphasis added).

16. The U.S. Government set a deadline of June 1, 2009 for the Company to demonstrate its viability plan to achieve the foregoing objectives. Consistent with the President’s guidance, the Company began a deeper, more surgical analysis of its business and operations in an effort to develop a viability plan that would accommodate the needs of its secured creditors and other stakeholders by quickly achieving (i) sustainable profitability, (ii) a healthy balance sheet, (iii) a more aggressive operational transformation, and (iv) technology leadership. The U.S. Treasury indicated that, if an out-of-court restructuring was not achievable in that timeframe, then the Company should consider undertaking a new, more aggressive plan using an expedited, Bankruptcy Court-supervised process to implement the purchase of the Company’s assets by a U.S. Treasury-sponsored purchaser pursuant to section 363 of the Bankruptcy Code (the “363 Transaction”). The purchaser would immediately take ownership of the purchased assets as “New GM” free from the entanglement of the bankruptcy cases.

Although the U.S. Treasury has committed to provide debtor in possession financing for the Company to implement the sale and to support the new enterprise, it requires that the sale of assets occurs promptly to preserve value and avoid the devastating damage the industry would suffer if the business operations were not promptly extricated from the bankruptcy process.

17. The U.S. Treasury will provide the financing to create New GM. The U.S. Treasury also indicated that if such a transaction were consummated, it would assure that New GM had adequate financing and a capital structure that would assure New GM's long-term viability. The U.S. Government consistently has emphasized that a fundamental premise of its approach is that a quick approval of the 363 Transaction as the tool for restructuring will avoid potentially fatal revenue perishability by restoring confidence in GM employees, its customers, its vendors, as well as the communities that depend on GM. New GM will be perceived by consumers as a reliable, economically sound automobile company that will stand behind its products and extend value to the purchasing public.

18. On April 22, 2009, the U.S. Treasury Loan Agreement was amended to increase the availability under the U.S. Treasury Facility by \$2 billion to \$15.4 billion. GM borrowed the additional \$2 billion in working capital loans on April 24, 2009.

19. As part of the Company's efforts to rationalize its business and to balance large vehicle inventories, on April 24, 2009, the Company announced that it would temporarily shut down certain production facilities starting on May 4, 2009 for a period not to exceed twelve weeks (the "Temporary Shutdown"). As of the Commencement Date, certain of the Company's assembly facilities remain operating, while other assembly facilities continue to be shut down. A number of those assembly facilities that currently are shut down are expected to resume operations by July 13, 2009 if the 363 Transaction is approved.

20. On May 22, 2009, the U.S. Treasury Loan Agreement was amended to increase the U.S. Treasury Facility by \$4 billion to \$19.4 billion. GM borrowed the additional \$4 billion in working capital loans on May 22, 2009.

The Exchange Offer

21. In an effort to achieve long-term viability without resort to the bankruptcy process and its negative effect on revenue, on April 27, 2009, GM launched a public exchange offer for the approximately \$27 billion of its unsecured bonds (the "Exchange Offer"). The Company believed that the Exchange Offer would provide the least intrusive means to restructure its indebtedness for the future success of the Company. The Company, however, did announce in connection with the Exchange Offer that if it did not receive enough tenders to consummate the Exchange Offer, it would likely seek to achieve the joint goals of the Company and the U.S. Treasury, as the Company's largest secured creditor, by initiating cases under the Bankruptcy Code.

22. The Exchange Offer expired on May 26, 2009 without achieving the threshold of required tendered acceptances.

The 363 Transaction

23. Recognizing that the Exchange Offer might not be successful, the Company and the U.S. Treasury determined that it would be in the best interests of the Company and its stakeholders to prepare for the implementation of the 363 Transaction on a contingency basis while the Exchange Offer was being solicited.

24. Consistent therewith, over the past several weeks, GM and its Debtor subsidiaries (the "Sellers") have been engaged in negotiations with the U.S. Treasury with respect to the 363 Transaction. These negotiations culminated in the proposed Master Sale and Purchase Agreement with Vehicle Acquisition Holdings LLC (the "Purchaser"), a purchaser

sponsored by the U.S. Treasury, dated as of June 1, 2009 (the “MPA”). The 363 Transaction, as embodied in the MPA, contemplates that substantially all of GM’s assets, including the capital stock of the majority of its subsidiaries, will be sold to the Purchaser to effect the transformation to New GM and preserve both the viability of the GM enterprise and the U.S. automotive industry. The assets excluded from the sale will be administered in the chapter 11 cases for the benefit of the stakeholders in the chapter 11 cases. From and after the closing, the Purchaser or one or more of its subsidiaries will provide the Sellers and their remaining subsidiaries with services reasonably required by the Sellers and such subsidiaries to wind down or otherwise dispose of the excluded assets and administer the chapter 11 cases. As part of the 363 Transaction, the Debtors, the Purchaser, and the UAW have reached a resolution addressing the ongoing provision of certain employee and retiree benefits.

25. The Debtors intend to use the chapter 11 process to expeditiously consummate the 363 Transaction and establish New GM as an economically viable OEM, serving its customers, employees, suppliers, and the interests of the nation. The MPA is a critical element of the program adopted by the U.S. Treasury to rehabilitate the domestic automotive industry. The 363 Transaction furthers public policy by avoiding the fatal damage to the industry that would occur if New GM is unable to immediately commence bankruptcy-free operations.

26. Notably, both the Government of Canada and the Government of Ontario, through Export Development Canada (“EDC”), Canada’s export trading agency, have agreed to participate in the DIP financing provided by the U.S. Treasury to assure the long-term viability of GM’s North American enterprise.

27. The gravity of the circumstances cannot be overstated. The need for speed in approving and consummating the 363 Transaction is crucial. The business and assets to be transferred are extremely sensitive and will be subject to major value erosion unless they are quickly sold and transferred to New GM. Any delay will result in significant irretrievable revenue perishability to the detriment of all interests and will exacerbate consumer resistance to readily accept General Motors products. Expediently restoring and maintaining consumer confidence is a prerequisite to the successful transformation and future success of New GM.

28. The expedited approval and execution of the 363 Transaction is the foundation of the U.S. Government's objective "to create the GM of the future," and to preserve and strengthen the U.S. automotive industry and the tens of thousands of jobs involved. To paraphrase President Obama's remarks, the 363 Transaction "is our best chance to make sure that the cars of the future are built where they've always been built – in Detroit and across the Midwest – to make America's auto industry in the 21st century what it was in the 20th century – unsurpassed around the world." *Presidential Remarks* at 7.

Jurisdiction

29. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

30. The Debtors' customers are the lifeblood of their business. In this highly competitive business, customer satisfaction is the key to survival. Before the Commencement Date and in the ordinary course of their business, the Debtors offered certain customer programs

and engaged in certain customer practices to develop and sustain a positive reputation in the marketplace for their services and to engender customer loyalty.

31. As described above, the Debtors' business operations primarily involve the manufacture and distribution of motor vehicles through a network of authorized dealers ("Dealers") operating under the Buick, Chevrolet, Pontiac, GMC Truck, Hummer, Saturn, Saab, and Cadillac trade names. As of April 30, 2009, the Debtors sold vehicles to approximately 6,099 Dealers in the United States, 708 in Canada, and 270 in Mexico. Dealers, in turn, resell vehicles and parts to retail consumers and are primarily responsible for maintaining the business relationships with consumers. The Dealers negotiate pricing with their customers and provide service and repair following a vehicle purchase. Sales incentives are a major component of the economic relationship between the Debtors and their Dealers.

32. In addition to the vehicles sold to Dealers for consumer retail sales, the Debtors also have a direct customer relationship with businesses and governmental units that purchase at least five motor vehicles from the Debtors per year ("Fleet Customers"). Sales to Fleet Customers are consummated through the Debtors' network of Dealers, and in some cases, directly by the Debtors. In 2008 worldwide fleet sales amounted to approximately 2.3 million units, approximately 820,000 of which were sold in the United States. Fleet sales represent in excess of 25% of the Debtors' total vehicle-unit sales.

33. The operations of the Debtors are not limited to the sale of vehicles, as the sale of automotive parts and accessories to direct customers are also integral to the business of the Debtors. The Debtors conduct the automotive parts and accessories business through various brands, including, ACDelco, GM Parts, GM Performance Parts, GM Restoration Parts, and GM Accessories; and maintain relationships with buying groups and various primary and secondary

customers, including, dealers, distributors, jobbers, independent repair facilities, and various group purchasing organizations (collectively, "Trade Customers").

34. Prior to the Commencement Date and in the ordinary course of their businesses, the Debtors maintain certain customary business practices and programs for the benefit of Dealers, Fleet Customers and Trade Customers in connection with the marketing and promotion of the sale of their vehicles, and parts and accessories (collectively, the "Customer Programs"). Such practices and programs include, among others, warranty programs, recall programs, credit card programs, sales incentive programs, Dealer support programs, customer rebates and allowances, and repurchase programs, certain of which are described in greater detail below. The objective of the Customer Programs is to maximize revenues and profitability, generate customer loyalty and goodwill, ensure consumer satisfaction, and maintain a competitive position in the marketplace.

35. Pursuant to sections 105(a), 363(c), 1107(a), and 1108 of the Bankruptcy Code, the Debtors request authority in their business judgment to (a) perform and honor their prepetition obligations related to the Customer Programs as they deem appropriate, and (b) continue, renew, replace, implement new, and/or terminate one or more of the Customer Programs as they deem appropriate, in the ordinary course of business, without further application to the Court.

36. The Debtors believe that the assurance to the consumer public that all vehicle and parts warranties (whether pre- or postpetition) will be honored on an uninterrupted basis is crucial to their ongoing business operations and goodwill, and absolutely essential to maintaining customer loyalty. Similarly, maintenance of the other Customer Programs will further the same goals and serve to preserve long-standing relationships, promote the Debtors'

competitive position in the marketplace, and ultimately enhance revenue and profitability. The aggregate cost to the Debtors to honor and continue the Customer Programs is insignificant when compared to the irreparable harm and detrimental impact on their businesses that will be suffered if these programs are abandoned. Maintenance of the Customer Programs is essential to the ability of the Debtors to effectively compete in the market and to the continued viability of the Debtors' business enterprise.

37. The following are general descriptions and examples of certain of the Customer Programs provided by the Debtors. They include the Debtors' Warranty and Service Programs, Recall Programs, GM Card Programs, Sales Incentive Programs, Dealer Support Programs, Vehicle Repurchase Programs, and Trade Customer Programs (each as defined below). The following is not all inclusive and does not set forth all of the Customer Programs that are provided by the Debtors.

A. Warranty and Service Programs

38. Like all automotive manufacturers, GM provides a written warranty of various parts, systems, and accessories in connection with the retail sale of its parts and motor vehicles. Dealers, in turn, agree to perform repairs on qualified vehicles upon the owner's request and in some very limited circumstances, arrange for the repurchase of the vehicle. In exchange, GM has agreed to reimburse its Dealers and certain Fleet Customers for such services in accordance with GM's Service Policies and Procedures Manual (the "Service Manual"), which applies to all Dealers throughout the United States. Ultimately, retail customers and Fleet Customers obtain a wide range of after-sale vehicle services and products through the Dealer network, such as maintenance, light repairs, collision repairs, vehicle accessories, courtesy

transportation, road-side assistance, and extended service warranties (collectively, the "Warranty and Service Programs for Consumers and Fleet Customers").

39. GM's reimbursement levels provide Dealers with reasonable compensation for performing warranty work. Pursuant to the Service Manual, and subject to local regulatory requirements, GM typically reimburses its Dealers in the United States based on a uniform methodology that uses a fixed markup over the Dealer list price of the parts, plus the Dealer's established hourly rate for labor, multiplied by GM's labor-time guidelines, which provide the labor hours allotted for a specific repair. Although Dealers typically submit reimbursement requests promptly following the repairs they perform, the Dealers have up to 180 days from the service date to submit warranty reimbursement claims. During 2008, the Debtors estimate that they accrued approximately \$273 million per month in obligations in connection with the Warranty and Service Programs for Consumers and Fleet Customers.

40. In addition to these reimbursements to Dealers, in order to maintain customer satisfaction, the Debtors sometimes reimburse customers for out-of-pocket expenses or inconvenience in connection with informal claims consumers send to the Debtors alleging individual problems with the quality or performance of the GM vehicles purchased or leased, or with the purchased automotive parts and accessories that arise from but are not covered by the written warranties, but that are nevertheless considered part of the Debtors' Warranty and Service Programs for Consumers and Fleet Customers. On occasion, the Debtors repair or repurchase such vehicles as part of their consumer satisfaction efforts. On occasion, the Debtors resolve such customer satisfaction issues through its own alternate dispute resolution mechanism, state-run dispute resolution mechanisms or in-court resolution. The Debtors estimate that, during

2008, they accrued approximately \$3 million per month in obligations in connection with these customer satisfaction efforts.

41. In the case of Trade Customers, GM also provides limited written warranties to Trade Customers and to consumers under a third-party insured program underwritten by Universal Warranty Corp. ("Trade Customer Warranty," and together with the Warranty and Service Programs for Consumers and Fleet Customers, the "Warranty and Service Programs").

42. It is self-evident that continuation of the Warranty and Service Programs is essential to the Debtors' ongoing business operations, to the maintenance of customer goodwill and loyalty, and to efforts to preserve the residual value of GM-branded products in the marketplace. Any risk that these programs will not continue in accordance with past practice would irreparably damage the GM enterprise and its reputation in the marketplace, to the detriment and prejudice of all parties in interest. Indeed, if existing and future consumers cannot rely on the continued availability and honoring of warranty claims, GM's entire customer base would likely erode.

B. Recall Programs

43. In the ordinary course of their businesses, the Debtors, like all other OEMs, sometimes are required by federal law to institute recall campaigns to correct suspected defects in vehicles (the "Recall Programs"). Repair and maintenance work related to such Recall Programs (generally performed by the Dealers) occasionally is necessary to both (a) comply with applicable law and (b) maintain public confidence in the quality of the Debtors' brands and the safety of their vehicles. Indeed, from time to time, the Debtors initiate their own Recall Programs to repair vehicles or have their vehicles checked by authorized repair technicians for

certain potential defects. As of the Commencement Date, approximately \$173.2 million was due and owing to Dealers under the Recall Programs. By this Motion, the Debtors seek authority to continue to honor the Recall Programs and related policies in the ordinary course of business.

C. GM Card Program

44. The Debtors maintain several credit card affinity programs maintained by third party financial institutions whereby GM provides reward points redeemable for discounts on GM-branded automotive products in exchange for fees and a share of revenues generated by use of the credit cards (the "GM Card Earnings and Redemption Allowance Program" or the "GM Card Program"). The GM Card Program represents an extremely valuable marketing tool for Dealers and is responsible for building customer loyalty as well as introducing new customers to GM-branded products.

45. Continuation of the GM Card Program is important to GM's sale efforts at this critical time by permitting the redemption of points by potential customers who might otherwise not purchase a GM product. Additionally, prohibiting the further redemption of points would send the wrong message to customers about the viability of GM. By this Motion, the Debtors request authority to honor, in their discretion, the GM Card Program in the ordinary course of business, including, without limitation, allowing the continued redemption of reward points earned prior to the Commencement Date as well as authorizing the continued performance by the Debtors under agreements with the financial institutions administering the GM Card Program.²

² The authorization sought hereunder is not intended to constitute an assumption of any contract or agreement pursuant to section 365 of the Bankruptcy Code.

D. Sales Incentive Programs

46. As stated, the Debtors' motor vehicles and certain GM-branded automotive products are sold through various dealerships across the United States and abroad. In connection with their relationships with the Dealers and other participants in sales channels through which the Debtors sell such products, the Debtors in the ordinary course of business provide certain rebates, sales allowances, and other incentives (collectively, the "Sales Incentive Programs") to support the development, promotion, and marketing of GM-branded vehicles.

47. There may be numerous types of sales incentives available at any particular time, including a choice of incentives for specific models and custom vehicles that Dealers offer to their customers. Sales Incentive Programs generally are brand specific, model specific, or regionally specific, and are for specified time periods, which may be extended. Dealers that achieve targeted benchmarks may be eligible for rebates and allowances against Dealer invoices. With respect to Fleet Customers, the Debtors frequently enter into contracts offering rebates if such customers meet certain sales quotas. These rebate programs encourage Fleet Customers to concentrate their vehicle purchases on GM-branded vehicles in order to achieve those preferred pricing levels.

48. Sales Incentive Programs are an integral part of the sales package available to consumers, Dealers and Fleet Customers and a fundamental part of the Debtors' ongoing operations and marketing effort. These programs also enable and encourage Dealers to actively and successfully promote the Debtors' products. The inability to honor the Sales Incentive Programs in the ordinary course of the Debtors' business would undermine the sales efforts of both GM and its Dealers with respect to both retail and Fleet Customers.

49. Given the Debtors' current efforts to reduce the overall number of Dealers in the GM dealer network going forward, the Debtors must provide assurances that the Debtors can and will continue to honor all of their financial obligations to those Dealers the Debtors wish to retain. For those Dealers that will not be continuing, the ability to honor these prepetition accruals will be essential to the Debtors' ability to negotiate agreements providing for the orderly wind-down of such Dealers in a manner which maintains the market value of the Debtors' vehicles and reduces substantially the number of vehicles that would otherwise be returned to the Debtors under various financing arrangements.

50. The Debtors incur liabilities for the Sales Incentive Programs based upon the terms of their agreements with the relevant customers. As of the Commencement Date, approximately \$412 million was due and owing to Dealers under the Sales Incentive Programs. Based on the foregoing, the Debtors request authorization to honor all of their obligations under the Sales Incentive Programs and to continue them as deemed appropriate, in the ordinary course of business, without further application to the Court.

E. Dealer Support Programs

51. Given the extent of GM's dependence upon its Dealers, GM has long taken steps to ensure the success and financial stability of its Dealer network. To achieve that goal, GM has implemented a variety of Dealer support programs that, among other things, facilitate (i) cash flows between GM and its Dealers, (ii) Dealers' ability to finance their inventory, and (iii) shared advertising by regionally affiliated Dealer associations (the "Dealer Support Programs"). The Debtors incur certain liabilities, credits, and obligations to their Dealers pursuant to these Dealer Support Programs. Below is a sampling of the most significant Dealer Support Programs.

52. First, Dealers are entitled to a refund equal to approximately 3% of each vehicle Manufacturer's Suggested Retail Price ("MSRP"). These payments, which are called "holdbacks," accumulate over time and provide GM with a steady cash reserve to ensure that GM will have positive cash flow with each of its dealerships. Dealers receive refunds of "holdbacks" on either a monthly or quarterly basis.

53. Second, Dealers are entitled to a refund equal to approximately 2-2.5% of MSRP as part of GM's wholesale floor-plan support program. Although this program ultimately compensates Dealers for a portion of the overhead expenses incurred selling GM products, it also encourages Dealers to maintain an inventory of vehicles at the dealerships rather than purchasing vehicles on an "as needed" basis. Like the holdback, Dealers receive refunds for floor-plan support on either a monthly or quarterly basis.

54. Third, the Debtors also participate in programs with their Dealers that obligate the Debtors to support future regional-marketing efforts. Dealers benefit from this program because the Debtors are able to coordinate marketing campaigns on a regional basis for multiple Dealers. Moreover, Dealers obtain cost efficiencies by receiving marketing support from the Debtors and from combining their marketing efforts with other Dealers.

55. Fourth, Dealers are entitled, from time to time, to reimbursement for certain costs associated with product marketing, vehicle delivery and handling.

56. The Debtors estimate that as of the Commencement Date, the accrued and unpaid liabilities with respect to Dealer Support Programs aggregate approximately \$677 million. By this Motion, the Debtors seek authorization to honor all obligations under the Dealer Support Programs and to continue them as deemed appropriate, in the ordinary course of business, without further application to the Court.

F. Vehicle Repurchase Programs

57. As indicated above, historically, more than twenty-five percent (25%) of all cars and trucks sold by the Debtors are purchased by Fleet Customers, including daily rental-car companies, commercial fleet customers, leasing companies, and governmental units. To remain competitive with other OEMs, the Debtors entered into agreements relating to certain fleet transactions, particularly with daily rental-car customers, which require that the Debtors guarantee the repurchase of customers' fleet vehicles at contractually agreed upon depreciation values (the "Vehicle Repurchase Programs"). Such vehicles are then made available for sale in the used vehicle market.

58. Maintaining the relationships and the goodwill that the Debtors have established with their Fleet Customers is critical to the long-term prospects of the Debtors' businesses. In order to maintain these relationships, the Debtors believe they must continue to honor contractual obligations to Fleet Customers relating to Vehicle Repurchase Programs in the ordinary course of their businesses. Indeed, the failure to honor these programs will irreparably harm these relationships and undoubtedly result in the loss of a significant revenue stream by Fleet Customers switching to other OEM's for their purchasing needs. The Debtors estimate that outstanding liabilities with respect to Vehicle Repurchase Programs relating to the period prior to the Commencement Date aggregate approximately \$2.7 billion. This amount, however, does not take into account the approximately \$1.7 billion in revenue generated by the Debtors from the resale of the repurchased vehicles which provides a substantial offset to these payments. Although this represents a significant expenditure by the Debtors, it is a necessary element to maintaining existing Fleet Customers and securing new Fleet Customers and the revenue

associated therewith. Accordingly, the Debtors respectfully request that the Court authorize but not direct the Debtors to continue to honor Vehicle Repurchase Programs in their discretion.

G. Trade Customer Programs

59. In the ordinary course of business, the Debtors offer various customer programs for their Trade Customers, the most significant of which include, but are not limited to, rebates for pre-approved marketing initiatives, rebates for success in satisfying certain specified strategic sales targets, credits for certain inventory returns, and credits based on purchase volume that can be redeemed for merchandise (collectively, "Trade Customer Programs").

60. As of the Commencement Date, the Debtors owed approximately \$63 million to Trade Customers on account of Trade Customer Programs. By this Motion, the Debtors request authorization to honor all of their obligations under the Trade Customer Programs and to continue them as deemed appropriate, in the ordinary course of business, without further application to the Court.

Ample Support Exists to Authorize the Debtors to Honor and Continue Their Customer Programs

61. Under section 503(b)(1) of the Bankruptcy Code, a debtor may incur, and the Court, after notice and hearing, shall allow as administrative expenses, among other things, "the actual, necessary costs and expenses of preserving the estate." 11 U.S.C. § 503(b)(1). Under section 363(b) of the Bankruptcy Code, a debtor may, in the exercise of its sound business judgment and after notice and hearing, use property of the estate outside of the ordinary course of business. *Id.* § 363(b).

62. Furthermore, to supplement the explicit authority described above, section 105(a) of the Bankruptcy Code empowers the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). A

Bankruptcy Court's use of its equitable powers to "authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept." *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989). "Under Section 105, the court can permit pre-plan payment of a pre-petition obligation when essential to the continued operation of the debtor." *In re NVR L.P.*, 147 B.R. 126, 127 (Bankr. E.D. Va. 1992) (citing *Ionosphere Clubs*, 98 B.R. at 177); see also *In re Tropical Sportswear Int'l Corp.*, 320 B.R. 15 (Bankr. M.D. Fla. 2005) (recognizing and applying sections 105(a) and 363 of the Bankruptcy Code to justify the payment of prepetition obligations in appropriate circumstances); *In re Gulf Air, Inc.*, 112 B.R. 152, 153 (Bankr. W.D. La. 1989) ("While prepetition claims are normally disposed of in a plan of reorganization and in accordance with statutory priorities, there are well-established 'necessity of payment' and similar exceptions."); *In re Lehigh & N. England Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981). The Debtors submit, and it hardly can be legitimately disputed, that the continuing support of their customers is imperative to their ongoing operations and the viability of the enterprise, and the uninterrupted continuance of the Customer Programs is critical to maintaining and preserving such support.

63. In a long line of well-established cases, federal Courts consistently have permitted postpetition payment of prepetition obligations where necessary to preserve or enhance the value of a debtor's estate for the benefit of all creditors. See, e.g., *Miltenberger v. Logansport Ry.*, 106 U.S. 286, 312 (1882) (payment of pre-receivership claim prior to reorganization permitted to prevent "stoppage of [crucial] business relations"); *Dudley v. Mealey*, 147 F.2d 268 (2d Cir. 1945), cert. denied, 325 U.S. 873 (1945) (Second Circuit extends doctrine for payment of prepetition claims beyond railroad reorganization cases); *Mich. Bureau of Workers' Disability Compensation v. Chateaugay Corp. (In re Chateaugay Corp.)*, 80 B.R.

279, 285-86 (S.D.N.Y. 1987), *appeal dismissed*, 838 F.2d 59 (2d Cir. 1988) (approving lower Court order authorizing payment of prepetition wages, salaries, expenses, and benefits).

64. The “doctrine of necessity” functions in chapter 11 cases as a mechanism by which the Bankruptcy Court can exercise its equitable power to allow payment of critical prepetition claims not explicitly authorized by the Bankruptcy Code. *See In re Boston & Me. Corp.*, 634 F.2d 1359, 1382 (1st Cir. 1980) (recognizing the existence of a judicial power to authorize trustees to pay claims for goods and services that are indispensably necessary to the debtors’ continued operation). The doctrine is frequently invoked early in chapter 11 cases, particularly in connection with payment of prepetition claims. The Court in *In re Structurelite Plastics Corp.*, 86 B.R. 922, 931 (Bankr. S.D. Ohio 1988), indicated its accord with “the principle that a Bankruptcy Court may exercise its equity powers under section 105(a) to authorize payment of prepetition claims where such payment is necessary to ‘permit the greatest likelihood of survival of the debtor and payment of creditors in full or at least proportionately.’” The Court stated that “a *per se* rule proscribing the payment of prepetition indebtedness may well be too inflexible to permit the effectuation of the rehabilitative purposes of the Code.” *Id.* at 932. The rationale for the doctrine of necessity rule is consistent with the paramount goal of chapter 11 — “facilitating the continued operation and rehabilitation of the debtor.” *Ionosphere Clubs*, 98 B.R. at 176. Pursuant to section 105(a) of the Bankruptcy Code, this Court is empowered to grant the relief requested herein.

65. As described above, the Customer Programs are an integral element of the Debtors’ marketing effort and relationship with consumers, and critical to the Debtors’ ability to effectively compete in the marketplace. The failure to maintain the Customer Programs will completely undermine the Debtors’ sales efforts and place the Debtors at a severe, and perhaps

insurmountable, competitive disadvantage. This is particularly true with respect to the Warranty and Service Programs which, if not honored and continued, would have a devastating impact on the Debtors' credibility in the market and its ability to effectively and competitively sell vehicles.

66. Nothing contained herein is intended or should be construed as an admission as to the validity of any claim against the Debtors, a waiver of the Debtors' right to dispute any claim, or an approval of the assumption of any agreement, contract or lease under section 365 of the Bankruptcy Code.

The Debtors Have Satisfied Bankruptcy Rule 6003

67. Bankruptcy Rule 6003 provides that to the extent "relief is necessary to avoid immediate and irreparable harm," a Bankruptcy Court may approve a motion to "pay all or part of a claim that arose before the filing of the petition" prior to twenty days after the Commencement Date. Fed. R. Bankr. P. 6003. As described herein and in the Affidavit of Frederick A. Henderson Pursuant to Local Bankruptcy Rule 1007-2, the Debtors' business operations rely heavily on the relief requested herein. Without the authority to honor the Customer Programs immediately, the Debtors' competitive position will be irreparably undermined to the detriment and prejudice of all parties in interest. Accordingly, the Debtors submit that the relief requested herein is necessary to avoid immediate and irreparable harm, and, therefore, Bankruptcy Rule 6003 is satisfied.

Waiver of Bankruptcy Rules 6004(a) and (h)

68. To implement the foregoing immediately, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the ten-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

69. Notice of this Motion has been provided to (i) the Office of the United States Trustee for the Southern District of New York, (ii) the attorneys for the U.S. Treasury, (iii) the attorneys for EDC, (iv) the attorneys for the agent under GM's prepetition secured term loan agreement, (v) the attorneys for the agent under GM's prepetition amended and restated secured revolving credit agreement, (vi) the holders of the fifty largest unsecured claims against the Debtors, (on a consolidated basis), (vii) the attorneys for the UAW, (viii) the attorneys for the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers—Communications Workers of America, (ix) the United States Department of Labor, (x) the attorneys for the National Automobile Dealers Association, and (xi) the attorneys for the ad hoc bondholders committee. The Debtors submit that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.

70. No previous request for the relief sought herein has been made by the Debtors to this or any other Court.

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein and such other and further relief as is just.

Dated: New York, New York
June 1, 2009

/s/Stephen Karotkin

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

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

-----X		
	:	
In re	:	Chapter 11 Case No.
	:	
GENERAL MOTORS CORP., et al.,	:	09-____ ()
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

ORDER PURSUANT TO 11 U.S.C. §§ 105(a) AND 363 AUTHORIZING DEBTORS TO HONOR PREPETITION OBLIGATIONS TO CUSTOMERS, DEALERS, AND TRADE CUSTOMERS AND TO OTHERWISE CONTINUE WARRANTY, CREDIT CARD, OTHER CUSTOMER, DEALER AND TRADE CUSTOMER PROGRAMS IN THE ORDINARY COURSE OF BUSINESS

Upon the Motion, dated June 1, 2009 (the "Motion"),¹ of General Motors Corporation and certain of its subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), pursuant to sections 105(a) and 363 of title 11, United States Code (the "Bankruptcy Code") and Rule 6003 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of an order, among other things, authorizing the Debtors to perform and honor, in the ordinary course of business, the Debtors' prepetition obligations related to all warranty and all other Customer Programs, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Standing Order M-61 Referring to Bankruptcy Judges for the Southern District of New York of Any and All Proceedings Under Title 11, dated July 10, 1984 (Ward, Acting C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b);

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

and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Southern District of New York, (ii) the attorneys for the U.S. Treasury, (iii) the attorneys for EDC; (iv) the attorneys for the agent under GM's prepetition secured term loan agreement, (v) the attorneys for the agent under GM's prepetition amended and restated secured revolving credit agreement, (vi) the holders of the fifty largest unsecured claims against the Debtors (on a consolidated basis), (vii) the attorneys for the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, (viii) the attorneys for the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers—Communications Workers of America, (ix) the United States Department of Labor, (x) the attorneys for the National Automobile Dealers Association, and (xi) the attorneys for the ad hoc bondholders committee, and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the "Hearing"); and upon the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates, as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is granted as provided herein; and it is further

ORDERED that, pursuant to sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rule 6003, the Debtors, in their business judgment, are (a) authorized to perform and fully honor all obligations with respect to vehicle, and parts and accessory warranties whether

arising prior to or after the Commencement Date; and (b) authorized (but not directed) to perform and fully honor their prepetition obligations related to all other Customer Programs as they deem appropriate, in the ordinary course of business, in each case, without further application to or order of the Court; and it is further

ORDERED that nothing herein shall be construed to limit, or in any way affect, the Debtors' ability to dispute any claim by a customer with respect to any Customer Program; and it is further

ORDERED that nothing contained in this Order shall be deemed to constitute an assumption of any executory contract pursuant to section 365 of the Bankruptcy Code; and it is further

ORDERED that the requirements set forth in Bankruptcy Rule 6004(a) are hereby waived; and it is further

ORDERED that pursuant to Bankruptcy Rule 6004(h), the terms and provisions of the Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: New York, New York
_____, 2009

United States Bankruptcy Judge

EXHIBIT N

LAW FIRM OF
ISAACS CLOUSE CROSE & OXFORD LLP

21515 HAWTHORNE BLVD
SUITE 950
TORRANCE, CA 90503

TELEPHONE (310) 316-1990
FACSIMILE (310) 316-1330

VIA U.S. MAIL

October 15, 2008

Mark L. Brown
The Lakin Law Firm
300 Evans Avenue
P.O. Box 229
Wood River, IL 62095

Re: Castillo v. General Motors

Dear Mark:

This will confirm our telephone conversation last week and further respond to your letter of September 26, 2008.

Interim Claims Administration Protocol: As we discussed, customers who contact GM's Customer Assistance Center concerning recent VTi transmission problems are being handled by customer relations personnel who have been instructed to provide goodwill repairs and assistance in accordance with the terms of the pending settlement. As discussed, GM is attempting to compile information concerning these customers and will provide you with it once compilation is complete.

Updated Warranty/Goodwill Repair Spreadsheet: We will provide the updated spreadsheet to you shortly. We will try also to provide the shipment date and trouble code information you have requested. The "index" of available information is quite voluminous. Is there any other specific information you would like us to check on?

Dealer Document Retention Policy: After further investigation, it appears that GM service policies call for dealers to retain warranty and customer pay service records for a period of 24 months from the date of service. As discussed, many dealers choose to retain this information for a longer period of time. In many if not most cases, therefore, customers who have not retained receipts should be able to obtain duplicate documentation from the servicing dealer.

Claims Administrator: As discussed, GM is planning to process Class Members' claims internally and engage Campbell-Ewald to do the actual mailing.

Class Notice: Polk personnel have made good progress in obtaining Class Member mailing addresses from most states. GM was advised late last week, however, that the California Department of Motor Vehicles and the corresponding agencies in Kansas, Oklahoma and Pennsylvania have not yet provided the information needed for the class notice mailings. As a result, it will likely take about 45 days longer than originally anticipated to mail the notices. This means that we will need to discuss and present to the Court a slightly revised timetable for notice and the approval hearing. Let's discuss at your convenience.

Dealer Notice: To date, GM has not provided dealers with notice of the proposed settlement. We will share the proposed notice with you once we have prepared it.

Communications with Class Counsel: We agree that your contact information should be included in the class notice.

Rebuilt Transmissions: Here is a historical breakdown of total rebuilt VTi transmissions shipped by Dynamic:


2006: 2,630

2007: 3,175

2008: 3,915

Digiandomenico Replacement Transmission: Contrary to my vague recollection during our telephone conversation, John Ellison advises that the serial number should have nine digits versus the eight digit number in your letter. Could you ask your client to double check the serial number or, better yet, provide us with a good digital photo of the number so that we can attempt to follow up on your inquiry?

Very Truly Yours,



Gregory R. Oxford

of Isaacs Clouse Crose & Oxford LLP.

EXHIBIT O



SATURN OF FLINT

2430 Dulcher Road
Flint, MI 48532
(810) 720-8800

SERVICE INVOICE

State Registry No: F-152391

Business Phone: Home Phone:	Service Order Number		Service Advisor		VIN
	188001		NICHOLAS MARTIN		5GZCZ69D84S606918
	Color	Year	Make/Model	Engine	Style
		2004	SATURN VUE FWD	L61 2.2LL4	
	Mileage/ODI	Tag	Call/Service	Shop Count	Plan
	111949 / 11954	8001		1	
EXPIRE		Title/Title In		Date/Time Out	
		7/19/2009 7:18		7/17/2009 18:00	

LINE 1 CS SES LIGHT IS ON AND TRANS FEELS LIKE IT IS SLIP
ING NOW. ADVISE. AUTH: E

CAUSE: MODL/COMPNT - DAMAGE/CRACK
TECH COMM: C/S SES LIGHT IS ON AND TRANS FEELS LIKE IT IS SLI
PPING. C/ CODE P1882 RATIO SLIP. TRANS IS SLIPPING
NEEDS TO COME OUT FOR INSPECTION. REMOVED TRANS A
ND FOUND SHEAVE DAMAGE AND CASE DAMAGE DUE TO CLUT
CH HOUSING BREAKING, C/ REPLACED TRANS ASM AND COM
PLETED ALIGNMENT, SET BOTH TOE REASSEMBLED CORE
CUST TO PAY 25% OF TOTAL

REPAIR 1 TRANSMISSION ASSEMBLY - REPLACE
OPCODE: K7000
HRS: 6.80 OTH HRS: .80
PRIMARY TECH: ROGER COMBS JR. M160886
WARR PARTS: 13 AMT: 3235.32

SALE TYPE: WARRANTY - \$492.94
CASH - GM 164.31

PARTS	DESC	FP	QTY	PRICE	SALE TYPE	
SN	11609618 NUT	N	2	5.796	WARRANTY - GM	\$8.69
					CASH - GM	2.90
SN	09180138 BOLT/SCRE	N	3	1.484	WARRANTY - GM	\$3.34
					CASH - GM	1.11
SN	11076671 SPLIT PIN	N	2	3.500	WARRANTY - GM	\$5.25
					CASH - GM	1.71
SN	15842512 PIPE ASM-	N	1	32.970	WARRANTY - GM	\$24.75
					CASH - GM	8.24
SN	15297663 TRANSMISS	Y	1	4170.740	WARRANTY - GM	\$3128.01
					CASH - GM	1042.6
SN	22681964 CORE-TRAN	N	1	980.000	WARRANTY - GM	\$735.0
					CASH - GM	245.0
SN	15250985 FLUID-A/T	N	2	33.600	WARRANTY - GM	\$50.4
					CASH - GM	16.8
SN	15234609 FLUID-A/T	N	1	9.394	WARRANTY - GM	\$7.0
					CASH - GM	2.3
SN	15231847 ADDITIVE-	N	1	10.416	WARRANTY - GM	\$7.8
					CASH - GM	2.6

Disclaimer of Warranties
The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. All Service Labor repairs are warranted for 90 days or 4000 miles, whichever occurs first. All Saturn replacement parts are warranted for 12 months or 12,000 miles, whichever occurs first. Except for abuse.

Service Repairs Checked and Approved By: _____ Authorized Representative
 _____ Customer Signature



SATURN OF FLINT

2430 Dulcher Road
Flint, MI 48632
(810) 720-8800

SERVICE
INVOICE

State Registry No: P-152891

Service Order Number	Service Advisor	VIN	
168001	NICHOLAS MARTIN	5GZCZ33D84S806918	
Op	Op Count	Date/Time In	Date/Time Out
8001	1	7/19/2009 7:18	7/17/2009 16:00

LINE TOTAL \$3991.01

LINE 2* CUST PAYS 25% OF LINE 1 EST.: \$.00
 TECH COMM: CUST TO PAY 25% OF TOTAL
 DW

REPAIR 1 INFORMATION LINE SALE TYPE: CASH - GM \$.00
 OPCODE: M5300
 PRIMARY TECH: ROGER COMBS JR, M160886

"*" Following the line number denotes added operation.

"COMPLETELY SATISFIED"? SERVICE MGR D.BARNES @810/720-8800

LABOR \$164.31
 PARTS \$833.44
 TAX (Michigan State) \$14.70
 CUSTOMER TOTAL \$983.05
 PAYMENT (Cash (225)) \$983.05

CUSTOMER SIGNATURE _____

<p>Disclaimer of Warranties The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. All Service Labor repairs are warranted for 90 days or 4000 miles, whichever occurs first. All Saturn replacement parts are warranted for 12 months or 12,000 miles, whichever occurs first. Except for abuse.</p>	<p>Service Repairs Checked and Approved By: <input checked="" type="checkbox"/> _____ Authorized Representative</p>
	<p><input checked="" type="checkbox"/> _____ Customer Signature</p>

SATURN OF FLINT
2430 DUTCHER RD
FLINT, MI 48532
810-720-8800

SATURN OF FLINT1
0075420008014094042000

Date: 07/17/2009 05:47:58 PM

CREDIT CARD SALE

CARD NUMBER: *****1203 K
TRAN AMOUNT: \$983.05
APPROVAL CD: 084717
RECORD #: 031
CLERK ID: cashier
INVOICE #: 168001

Thank you for your business

Customer Copy

EXHIBIT P



SATURN OF GREEN BROOK LLC
 270 Route 22 West
 Green Brook, NJ 08812
 (732) 752-8383
 www.saturnofgreenbrook.com

TTT
T. G. W.

SERVICE
 INVOICE

SO# 113867 DATE/TIME IN: 7/15/2009 9:00 DATE/TIME OUT: 7/20/2009 16:41
 TAG# 770 SA: CARLOS MORA- DOC COUNT: 1 PAGE: 1

04 5GZCZ33D63S813708
 2003 SATURN VUE FWD WHITE
 ENGINE: L61-2.2LL4

MILES IN/OUT 68373 / 68375
 DEL DATE: 7/15/2009

LINE 1 CUST STATES SES LIGHT IS ON EST.: \$0.00
 TECH COMM: TECH CONFIRMED WAS NECC. TO REPLACE FUEL CAP AND
 CLEAR CODES TO CURE CONCERN.

REPAIR 1 FUEL TANK FILLER CAP REPLACEMENT
 OPCODE: L1020 SALE TYPE: CASH \$21.00
 HRS: .20
 PRIMARY TECH: RICHARD PETRUCCELLI

PARTS	DESC	FP	QTY	PRICE	SALE TYPE	
SN	10372865 CAP ASM-F N		1	24.700	CASH	\$24.70

LINE TOTAL \$45.70

LINE 2 395 CUST STATES CAR SHAKES @ 20-30 MPH
 CAUSE: ROTATE PART - WORN/STRIP
 TECH COMM: TECH CONFIRMED CODE PRESENT P1752 NO DRIVE.
 PERFORM DIAGNOSIS TO DETERMINE TRANSMISSION
 REPLACEMENT. FOUND SEVERE METAL CONTAMINATION IN
 FLUID AND CAR DOES NOT ACCELERATE ABOVE 20 - 25
 MILES PER HOUR. REPLACED TRANSMISSION COMPLETE
 REPLACED COOLER LINES AND PERFORM COMPLETE FRONT
 END ALIGNMENT TO CURE CONCERN. CUSTOMER TO PAY 25%
 OF REPAIR SECOND OWNER UNDER 100,000 MILES.

REPAIR 1 TRANSMISSION ASSEMBLY - REPLACE
 OPCODE: K7000 SALE TYPE: WARRANTY PO WTY
 HRS: 7.90 CASH 194.91
 PRIMARY TECH: RICHARD PETRUCCELLI
 WARR PARTS: 7

PARTS	DESC	FP	QTY	PRICE	SALE TYPE	
SN	15297663 TRANSMISS Y		1		WARRANTY POLICY	WTY
SN	22681964 CORE-TRAN N		1-		CASH	1042.69
SN	15250985 FLUID-A/T N		1		WARRANTY POLICY	WTY
SN	15234609 FLUID-A/T N		2		CASH	8.40
					WARRANTY POLICY	WTY
					CASH	4.70

Any warranties on the products sold hereby are those made by the manufacturer.
 The seller hereby expressly disclaims all warranties, either express or implied,
 including any implied warranty of merchantability or fitness for a particular
 purpose, and the seller neither assumes nor authorizes any other person to
 assume for it any liability in connection with the sale of said products.

11/19/09
11/19/09
11/19/09



SATURN OF GREEN BROOK LLC
 270 Route 22 West
 Green Brook, NJ 08812
 (732) 752-8383
 www.saturnofgreenbrook.com

SERVICE
 INVOICE

SO# 113867 DATE/TIME IN: 7/15/2009 9:00 DATE/TIME OUT: 7/20/2009 16:41
 TAG# 770 SA: CARLOS MORA- DOC COUNT: 1 PAGE: 2

04 5GZCZ33D63S813708

PARTS	DESC	FP	QTY	PRICE	SALE TYPE	
SN	15231847 ADDITIVE-	N	1		WARRANTY POLICY	WTY
					CASH	2.60
SN	15842512 PIPE ASM-	N	1		WARRANTY POLICY	WTY
					CASH	8.24
SN	09180138 BOLT/SCRE	N	1		WARRANTY POLICY	WTY
					CASH	.37
LINE TOTAL						\$1016.91

LINE 3 CUST STATES CAR HAS NO PICK UP EST.: \$.00
 TECH COMM: REPAIR RELATED TO LINE TWO (2)

REPAIR 1 REPAIR RELATED TO LINE 2
 OPCODE: M5300 SALE TYPE: CASH \$.00
 PRIMARY TECH: RICHARD PETRUCCELLI

ANY QUESTIONS OR CONCERNS PLEASE CONTACT ANTHONY RUSSO

LABOR	\$215.91
PARTS	\$846.70
MISC MATERIALS	\$.50
HAZD MATERIALS	\$.50
TAX (NEW JERSEY SALE)	\$74.46
CUSTOMER TOTAL	\$1138.07
PAYMENT (PAYMENT DUE)	\$1138.07

CUSTOMER SIGNATURE _____

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

EXHIBIT Q



SATURN OF WATERTOWN

716 Straits Turnpike
 Watertown, CT 06795
 (860) 945-4755

CASH \$ _____
 CHECK # _____
 CREDIT CARD : VISA DISCOVER MC AMEX

Co.# 03

GUEST		Service Order Number	Service Consultant	VIN	
		268060	MICHAEL LIPINSKI	5GZCZ43D839821917	
Color	Year	Make/Model	License	Exterior	Interior
	2009				
Mileage In/Out	Log	Delivery Date	Rate	Doc count	Plan
99975 /	806	7/10/2009		1	
In Exam	Date/Time In	Date/Time Out			
	7/10/2009 8:51	7/22/2009 16:02			

LINE 1 CUSTOMER STATES TRANSMISSION IS GOING

AUTH: A

TECH COMM: TECHNICIAN VERIFIED THE CUSTOMERS CONCERN .
 PERFORMED PRESSURE TEST FAILED, DISSEASMBLE AND
 FOUND METAL THROUGHOUT UNIT, GEAR TEETH CHEWED .
 REMOVED AND REPLACED THE FAULTY CASE COVER,
 FILTER, VALVE BODY, TORQUE CONVERTER AND FLUSHED
 COOLER LINES AND COOLER, REASSEMBLED AND RETEST
 CUSTOMERS CONCERN CORRECTED

WARRANTY
12m 25
12K

REPAIR 1 COVER ASSEMBLY, VALVE BODY, DRIVE AND DRIVEN PULLEY A
 OPCODE: K7104
 HRS: 8.40 OTH HRS: 0.00
 PRIMARY TECH: JOSEPH TUPAY
 WARR PARTS: 10

SALE TYPE: WARRANTY - WTY

PARTS	SN	DESC	FP	QTY	PRICE	SALE TYPE	WTY
	15297659	COVER ASM	N	1		WARRANTY - GM	WTY
	22737082	CORE-CONV	N	1		WARRANTY - GM	WTY
	24226576	FILTER ASM	N	1		WARRANTY - GM	WTY
	24226386	PLATE ASM N	N	1		WARRANTY - GM	WTY
	15297657	BODY ASM	N	1		WARRANTY - GM	WTY
	22720281	CORE-BODY	N	1		WARRANTY - GM	WTY
	24220201	CASSETTE-C	N	1		WARRANTY - GM	WTY
	15250985	FLUID-A/T N	N	2		WARRANTY - GM	WTY
	15231847	ADDITIVE- N	N	1		WARRANTY - GM	WTY
	15863186	SEALER-TR N	N	1		WARRANTY - GM	WTY
	15297655	CONVERTER N	N	1		WARRANTY - GM	WTY
	22681965	CORE-CONV N	N	1-		WARRANTY - GM	WTY

LINE 2 CUSTOMER STATES NOISE IN REAR END WHEN IN REVERSE

TECH COMM: TECHNICIAN REPAIRED CONCERN THROUGH LINE 1.

REPAIR 1 DIAGNOSIS
 OPCODE: M6000

SALE TYPE: INTERNAL SE INT

PRIMARY TECH: JOSEPH TUPAY

PARTS	SN	DESC	FP	QTY	PRICE	SALE TYPE	WTY
	21170863	KEY ASM-D N	N	1		INTERNAL SERVIC	INT

Disclaimer of Warranties

The seller, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.



SATURN OF WATERTOWN

715 Strahe Turnpike
Watertown, CT 06795
(880) 845-4755

GUEST
INVOICE

Co.# 03

GUEST	Service Order Number	Service Consultant	VIN
	288080	MICHAEL LIPINSKI	5GZCZ48D98821917
Tag	Doc Count	Date/Time In	Date/Time Out
806	1	7/10/2009 8:51	7/22/2009 16:02

SERVICE APPOINTMENTS AVAILABLE ONLINE AT INGERSOLLAUTO.COM

CUSTOMER SIGNATURE _____ CUSTOMER TOTAL \$.00

Disclaimer of Warranties

The seller, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

EXHIBIT R



SATURN

Saturn Corporation
100 GM Renaissance Center
P.O. Box 100
Detroit, Michigan 48285-1000
Bill A. Lajdzak

Dear [REDACTED]

There are many ways to measure the success of a brand, but none are more accurate than the level of passion felt by the owners. You placed your trust in us when you purchased a Saturn, and we heard you when you asked us to keep this brand alive. It was the overwhelming groundswell of support we received from many of you that inspired us to find a way for Saturn to prevail.

So, it is with much gratitude that I am able to report we have reached a preliminary agreement with the Penske Automotive Group to purchase the Saturn brand. While we still have work to do to finalize the sale, we feel confident that we have a potential buyer that truly understands the value of the brand and is committed to its future success.

That means that as GM proceeds through its restructuring, Saturn will look to forge a new path that takes us back to our roots as an independent brand. A brand centered on the customer that strives to make the car buying and ownership experience pleasurable and fun. We will preserve our outstanding network of Saturn retailers and continue the outstanding customer service that has been a hallmark for the brand. And we will continue offering vehicles that Americans demand. Vehicles that are attractive, fuel efficient and affordable.

Saturn has always been a brand you can trust and I want you to be assured your vehicle's Saturn warranty is absolutely safe and sound. There is no change in the new vehicle warranty for any Saturn. In addition, you can be confident that service and parts will continue to be available at Saturn retailers. We are here for you today and dedicated to serve you as we always have.

Saturn, from the beginning, has always been a brand to challenge convention. A belief that good enough isn't good enough. And no matter how great the challenge, a knowledge that there is always a way to persevere. So, at a time when the automotive industry is challenged to find a better way, Saturn stands poised to accept that challenge. It is that enduring spirit that will guide us as we open this new chapter in the Saturn story.

As always, I value your loyalty to this brand. I will continue to update you as events progress.

Sincerely,

A handwritten signature in black ink, appearing to be "Bill A. Lajdzak".

EXHIBIT S



Dear _____

Today we are pleased to announce there is a new GM. Please take note that General Motors Corporation, Saturn LLC, and Saturn Distribution Corporation sold a substantial amount of their assets to a new legal entity, General Motors Company ("GM" or "New GM"). This email is being sent by New GM on behalf of both General Motors Corporation and New GM.

We want to keep you informed about updates that are relevant to you. General Motors Corporation, Saturn LLC, and Saturn Distribution Corporation are transferring your personal information (e.g., your contact information and vehicle purchase history) to General Motors Company. General Motors Company has substantially the same privacy policies in place as General Motors Corporation had. If you do not want to receive marketing messages from GM, call 1-866-MY-PRIVACY (1-866-697-7482) or visit our Consumer Preference System website at gmcontactpreferences.com. To review the new GM Privacy Statement, [click here](#).

We would like to remind you that dealers of GM vehicles will continue to service GM vehicles and honor GM vehicle warranties.

The New GM is positioned for a profitable, self-sustaining and competitive future. What's more, the New GM has several new products and technologies on track to debut, including key vehicle launches in 2009 and 2010. GM has a strong commitment to improving the fuel efficiency of its vehicle fleet, meeting or exceeding new federal fuel economy and emissions regulations, and pushing ahead with advanced propulsion technology. This is highlighted by GM's extended range electric vehicle, to be introduced in 2010. GM also expects to have 14 hybrid models in production by 2012.

In the meantime, be sure to stay up to date on all the great savings on GM's current portfolio of award-winning vehicles. Shop GM Summer Savings, currently online at GM.com/summersavings.

For Copyright & Trademark Information, [click here](#).

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General Motors Company
100 Renaissance Center
482.A00.MAR
Detroit, MI 48265

Exhibit T

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

KELLY CASTILLO, NICHOLE BROWN,
BRENDA ALEXIS DIGIANDOMENICO,
VALERIE EVAN, BARBARA ALLEN,
STANLEY OZAROWSKI, and DONNA
SANTI,

Plaintiffs,

Case No. 4840-VCP

v.

GENERAL MOTORS COMPANY, f/k/a NEW
GENERAL MOTORS COMPANY, INC.,

Defendant.

AFFIDAVIT

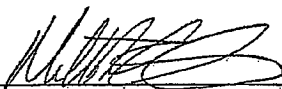
I, Matthew R. Cheatham, hereby state:

1. I am over eighteen years of age and have personal knowledge of the facts stated herein.
2. I am a paralegal employed by LakinChapman, LLC ("LC"). During my employment with LC, I have worked on the case styled *Castillo, et. al. v. General Motors Corporation*, U.S. Dist. Ct. E.D. of Cal., Case No. 2:07-CV-02142 since its inception.
3. After notice of preliminary approval of the Saturn VTi settlement was mailed to class members, my responsibilities included implementing and supervising a team of LC employees who would receive and respond to class member inquiries about the settlement. Also, I was responsible for receiving and responding to some class member inquiries.

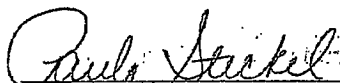
4. When communicating with class members about the Saturn VTi settlement, some class members provided us with copies of their Service Invoices for repairs to their Saturn vehicles pursuant to the terms of the Saturn VTi settlement.

5. Attached as Exhibits T1 through T14 are true and correct copies of Service Invoices that LC received from class members in connection with the Saturn VTi class action settlement.

Executed on this 13 of October, 2009.

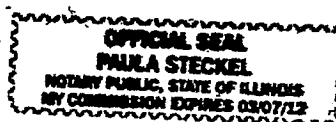


Sworn to and subscribed before me
this 13 day of October, 2009.



Notary Public

Commission Expires: 3/7/12



FROM : CAUNAUGHinc

PHONE NO. : 818 907 5217
29771 - Julie

Jul. 28 2009 12:59PM P1



SATURN OF THE VALLEY

15421 Roscoe Blvd
 North Milp, CA 91048
 (818) 835-3600

SERVICE INVOICE

BAR# AP0488418
 EPA# CA100003555

TINTC531D

Service Order Number		Service Advisor		VIN	
1425802		JOE GARCIA		1GBAW1294Z158083	
Color	Year	Make/Model	Engine	Trans	Driv
BLACK	2004	SATURN ION'S OPE	5HBU225	L61 2.2LL4	240483
Mileage (in/out)	Year	Deliver Date	Price	Days Count	Plan
86978 / 86986	548	4/29/2004		2	
Date/Time In			Date/Time Out		
7/06/2009 12:59			7/10/2009 8:52		

LINE 1 CUSTOMER STATES VEHICLE WILL NOT GO INTO REVERSE
 TECH COMM; FOLLOWED DOC#1837052 OR BULL#04-07-30-024E.R&R TRA
 NS TO REPLACE CASE COVER FILTEREINSP.FOUND REVERSE
 CLUTCH WHEEL CAME APART BRKAKING SNAPPING SECURING
 TABS.FOUND REVERSE CLUTCH HUB DAMAGED,RT AXLE SEAL
 LEAKS.REPLACED CASE,REV HUB ASM&RT AXLE SEAL.PLUS
 HED LINES,REINST.AILIGNED&ROAD TEST.GOOD NOW

REPAIR 1 COVER ASSEMBLY, VARIABLE DRIVE AND BELLEN PULLEY A
 OPCODE: K7164 SALE TYPE: WARRANTY SP, WTY

WARR PARTS: 12

PARTS	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	SALE TYPE	WTY
SN 24220201	GAS PUMP	1			WARRANTY SPECIA	WTY
SN 15231847	ADJUSTIVE	1			WARRANTY SPECIA	WTY
SN 15297659	COVER ASM	1			WARRANTY SPECIA	WTY
SN 24221233	SEAL-TRAM	1			WARRANTY SPECIA	WTY
SN 15863186	SEALER-HUB	1			WARRANTY SPECIA	WTY
SN 15280985	FLUID-REV	1			WARRANTY SPECIA	WTY
SN 15234609	FLUID-REV	1			WARRANTY SPECIA	WTY
SN 24214078	HUB ASM	1			WARRANTY SPECIA	WTY
SN 24230641	CASE ASM	1			WARRANTY SPECIA	WTY
SN 24211013	SEAL ASM	1			WARRANTY SPECIA	WTY

REPAIR 2 TRANSMISSION CASE REPLENISHMENT
 OPCODE: K7800 SALE TYPE: WARRANTY SP, WTY
 HRS: 7.50
 PRIMARY TECH: 190

REPAIR 3 FRONT WHEEL DRIVE SHAFT SEAL REPLACEMENT - RIGHT S
 OPCODE: K6900 SALE TYPE: WARRANTY SP, WTY
 HRS: .20

REPAIR 4 WHEEL ALIGNMENT - CHECK AND/OR ADJUST
 OPCODE: E2020 SALE TYPE: WARRANTY SP, WTY
 HRS: .90

NET-ITEM: F OVN SHIPPING CHARGES SALE TYPE: WARRANTY SPECIA, WTY

1st Addition to Estimate	Total 1st Revised Estimate	2nd Addition to Estimate	Total 2nd Revised Estimate
\$	\$	\$	\$
Date Contacted	Time Contacted	Type of Repair	Date Contacted
Time Contacted	Type of Repair	Date Contacted	Time Contacted
Phone	In Person	Phone	In Person

By law customer may choose another smog check station to perform needed repairs, installations, adjustments, or subsequent tests.

DISCLAIMER OF WARRANTIES
 The seller hereby expressly disclaims all warranties, other express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

X I acknowledge notice and oral approval of an increase in the original estimated price.
 X I acknowledge receipt of the parts and labor listed above.

07/13/2009 12:53 3138347036

USHER OIL

PAGE 03



SATURN OF SOUTHGATE
16600 Fort Street
Southgate, MI 48185
(734) 246-3300

SERVICE
INVOICE
CUSTOMER COPY

A Member of The Suburban Collection

STATE REGISTRATION NO. P143503

SO# 4188534 DATE/TIME IN: 7/07/2009 10:51 DATE/TIME OUT: 7/10/2009 10:47
TAG# 6627 SA: DENISE BENSON DOC COUNT: 1 PAGE: 1

5GZCZ33D638916773
2003 SATURN VUE FWD SILVER NICKEL
ENGINE: L6I 2.2L4
STK#: 383905
MILES IN/OUT 42579 / 42585
DEL DATE: 8/29/2003
SALESPERSON: MCBRIDE, JUDY A

LINE 1 CUSTOMER STATES NOISE WHEN DRIVING, SOUNDS LIKE LI
GHT TAPPING OR KNOCKING, UNDER VEHICLE, CAN HEAR
AT LOWER SPEEDS, GOES AWAY OR IS MUTED WHEN DRIVING
G FASTER

CAUSE: EXTERIOR - FOREIGN NOISE
TECH COMM: ROAD TEST VERIFIED CONCERN, USED STETHOSCOPE TO ISOLA
TE NOISE COMING FROM INSIDE TRANS. PERFORMED LINE P
RESSURE TEST AND FOUND FLUID PRESSURE NORMAL. INSPE
CTED FLUID AND FOUND TO BE HEAVILY BURNED & CONTAI
MAINTAINED WITH METAL SHAVINGS. REMOVED TRANS & DISASMB
LE. INSPECTED & FOUND INPUT SHAFT TO HAVE EXCESSIVE
PLAY CAUSING SHAFT TO GRIND INTO TRANS CASE. METAL
SHAVINGS FOUND THROUGHOUT TRANS. FOUND SEVERAL BE
RINGS RACES SCORED FROM METAL. CLUTCH PISTONS & OTH
ER SEALS HAVE CUTS FROM METAL. NEC TO REPLACE TRANS
ASSY DUE TO SEVERE FLUID CONTAMINATION FROM INTER
NAL DAMAGE. RESET FRT CAMBER AND TOE ON BOTH SIDES.
~~ROAD TEST VERIFIED REPAIRS~~

REPAIR 1 TRANSMISSION ASSEMBLY - REPLACE WTY
OPCODE: K7000 SALE TYPE: WARRANTY WTY
HRS: 6.80 OTH HRS: .50
PRIMARY TECH: RONALD BOJANOWSKI JR M235421
WARR PARTS: 5

PARTS	DESC	FP	QTY	PRICE	SALE TYPE	WTY
SN	15297663	TRANSMISS	Y 1		WARRANTY	WTY
SN	22681964	CORE-TRAN	N 1		WARRANTY	WTY
SN	15234609	FLUID-A/T	N 1		WARRANTY	WTY
SN	15250985	FLUID-A/T	N 2		WARRANTY	WTY
SN	15231847	ADDITIVE-	N 1		WARRANTY	WTY

REPAIR 2 WHEEL ALIGNMENT CHECK AND/OR ADJUST WTY
OPCODE: B2020 SALE TYPE: WARRANTY WTY
HRS: 1.00

LINE 2 Complimentary 27pt Inspection

Certification

All repairs & parts listed were furnished in compliance with Michigan Auto Repair Act (P.A.300). X

Disclaimer of Warranties

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

07/13/2009 12:53

3138347836

USHER OIL

PAGE 04



SATURN OF SOUTHGATE

18800 Fort Street
Southgate, MI 48195
(734) 246-3800

SERVICE
INVOICE

CUSTOMER COPY

A Member of The Suburban Collection

STATE REGISTRATION NO. F143003

SO# 4188534 DATE/TIME IN: 7/07/2009 10:51 DATE/TIME OUT: 7/10/2009 10:47
TAG# 6627 SA: DENISE BENSON DOC COUNTY: 1 PAGE: 2

03 5GZCZ33D63S916773

REPAIR 1 SAFETY INSPECTION
OPCODE: M5200

SALE TYPE: INTERNAL SE INT

PRIMARY TECH: RONALD BOJANOWSKI JR M235421

COMPLETE YOUR CSI SURVEY FOR A CHANCE TO WIN \$100 GAS CARD

CUSTOMER SIGNATURE _____ CUSTOMER TOTAL \$.00

Certification

All repairs & parts listed were furnished in compliance with Michigan Auto Repair Act (P.A.300). X _____

Disclaimer of Warranties

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SATURN OF FLINT

2480 Dutcher Road
Flint, MI 48532
(810) 720-8800

SERVICE
INVOICE

State Registry No: F1E2391

168001	NICHOLAS MARTIN	5GZCZ8SD848B06918
2004	SATURN VUEFW	L6122LL4
111948/ 11854	8001	1
7/13/2009 7:19		7/17/2009 16:00

LINE 1 CS SES LIGHT IS ON AND TRANS FEELS LIKE IT IS SLIP
ING NOW. ADVISE.

AUTH: B

CAUSE: MODL/COMPT - DAMAGE/CRK
TECH COMM: C/S SES LIGHT IS ON AND TRANS FEELS LIKE IT IS SLI
PPING. C/ CODE P1882 RATIO SLIP. TRANS IS SLIPPING
NEEDS TO COME OUT FOR INSPECTION. REMOVED TRANS A
ND FOUND SHEAVE DAMAGE AND CASE DAMAGE DUE TO CLUT
CH HOUSING BREAKING. C/ REPLACED TRANS ASM AND COM
PLETED ALIGNMENT, SET BOTH TOE REASSEMBLED CORE
CUST TO PAY 25% OF TOTAL

REPAIR 1 TRANSMISSION ASSEMBLY - REPLACE SALE TYPE: WARRANTY - \$492.94
OPCODE: K7000 CASH - GM 164.31
HRS: 6.80 OTH HRS: .80
PRIMARY TECH: ROGER COMBS JR. M160886
WARR PARTS: 13 AMT: 3235.32

PARTS	DESC	FP	QTY	PRICE	SALE TYPE	
SN	11609618 NUT	N	2	5.795	WARRANTY - GM	\$8.65
					CASH - GM	2.90
SN	09180138 BOLT/SCRE	N	3	1.484	WARRANTY - GM	\$3.34
					CASH - GM	1.11
SN	11076671 SPLIT PIN	N	2	3.500	WARRANTY - GM	\$5.25
					CASH - GM	1.71
SN	15842512 PIPE ASM	N	1	32.970	WARRANTY - GM	\$24.71
					CASH - GM	8.24
SN	15297663 TRANSMISS	Y	1	4170.740	WARRANTY - GM	\$3128.01
					CASH - GM	1042.6
SN	22681964 CORE-TRAN	N	1	980.000	WARRANTY - GM	\$735.0
					CASH - GM	245.0
SN	15250985 FLUID-A/T	N	2	33.600	WARRANTY - GM	\$50.4
					CASH - GM	16.8
SN	15234609 FLUID-A/T	N	1	9.394	WARRANTY - GM	\$7.0
					CASH - GM	2.3
SN	15231847 ADDITIVE	N	1	10.416	WARRANTY - GM	\$7.8
					CASH - GM	2.6

Disclaimer of Warranties
The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. All Service Labor repairs are warranted for 90 days or 4000 miles, whichever occurs first. All Saturn replacement Labor repairs are warranted for 12 months or 12,000 miles, whichever occurs first. Except for abuse.

Service Repairs checked and Approved By: Authorized Representative

Customer Signature



SATURN OF FLINT

2430 Dutcher Road
Flint, MI 48532
(810) 720-8800

SERVICE
INVOICE

State Registry No: P162381

168001	NICHOLAS MARTIN	5GZCZS9D84S808918
8601	1	7/19/2008 7:18
		7/17/2008 16:00

LINE TOTAL \$3991.01

LINE 2* CUST PAYS 25% OF LINE 1
TECH COMM: CUST TO PAY 25% OF TOTAL
 DW

EST.: \$.00

REPAIR 1 INFORMATION LINE
OPCODE: M5300
PRIMARY TECH: ROGER COMBS JR. M160886

SALE TYPE: CASH - GM \$.00

** Following the line number denotes added operation.

"COMPLETELY SATISFIED"? SERVICE MGR D.BARNES @810/720-8800

LABOR \$164.31
PARTS \$833.44
TAX (Michigan State) \$14.78
CUSTOMER TOTAL \$983.05
PAYMENT (Cash (225)) \$983.05

CUSTOMER SIGNATURE _____

Disclaimer of Warranties
The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. All Service Labor repairs are warranted for 90 days or 4000 miles, whichever occurs first. All Saturn replacement parts are warranted for 12 months or 12,000 miles, whichever occurs first. Except for abuse.

Service Repairs
Checked and
Approved By: _____
Authorized Representative

Customer Signature

SATURN OF FLINT
2430 DUTCHER RD
FLINT, MI 48532
810-720-8800

SATURN OF FLINT
0075420008014094042000

Date: 07/17/2009 05:47:58 PM

CHRISTY CARR SAJR

TRAN AMOUNT: \$883.05

CLERK ID: cashier
INVOICE #: 168001

Thank you for your business

Customer Copy



SATURN OF GREEN BROOK LLC
 270 Route 22 West
 Green Brook, NJ 08812
 (732) 752-8388
 www.saturnofgreenbrook.com

HTT
T. [unclear]

SERVICE
 INVOICE

SO# 113867 DATE/TIME IN: 7/15/2009 9:00 DATE/TIME OUT: 7/20/2009 16:41
 TAG# 770 SA: CARLOS MORA- DOC COUNT: 1 PAGE: 1

5GZCZ33D63S813708
 2003 SATURN VUE FWD WHITE
 ENGINE: L61 2.2LL4

MILES IN/OUT 68373 / 68375
 DEL DATE: 7/15/2009

LINE 1 CUST STATES SES LIGHT IS ON EST: \$0.00
 TECH COMM: TECH CONFIRMED WAS NECC. TO REPLACE FUEL CAP AND
 CLEAR CODES TO CURE CONCERN.

REPAIR 1 FUEL TANK FILLER CAP REPLACEMENT SALE TYPE: CASH \$21.00
 OPCODE: L1020
 HRS: .20
 PRIMARY TECH: RICHARD PETRUCCELLI

PARTS	DESC	FP	QTY	PRICE	SALE TYPE	
SN	10372865 CAP ASM-F	N	1	24.700	CASH	\$24.70
LINE TOTAL						\$45.70

LINE 2 395 CUST STATES CAR SHAKES @ 20-30 MPH
 CAUSE: ROTATE PART - WORN/STRIP
 TECH COMM: TECH CONFIRMED CODE PRESENT P1752 NO DRIVE.
 PERFORM DIAGNOSIS TO DETERMINE TRANSMISSION
 REPLACEMENT. FOUND SEVERE METAL CONTAMINATION IN
 FLUID AND CAR DOES NOT ACCELERATE ABOVE 20 - 25
 MILES PER HOUR. REPLACED TRANSMISSION COMPLETE
 REPLACED COOLER LINES AND PERFORM COMPLETE FRONT
 END ALIGNMENT TO CURE CONCERN. CUSTOMER TO PAY 25%
 OF REPAIR SECOND OWNER UNDER 100,000 MILES.

REPAIR 1 TRANSMISSION ASSEMBLY - REPLACE SALE TYPE: WARRANTY PO WTY
 OPCODE: K7000 CASH 194.91
 HRS: 7.90
 PRIMARY TECH: RICHARD PETRUCCELLI
 WARR PARTS: 7

PARTS	DESC	FP	QTY	PRICE	SALE TYPE	WTY
SN	15297663 TRANSMISS Y		1		WARRANTY POLICY	WTY
					CASH	1042.60
SN	22681964 CORE-TRAN	N	1		WARRANTY POLICY	WTY
					CASH	245.00
SN	15250985 FLUID-A/T	N	1		WARRANTY POLICY	WTY
					CASH	8.40
SN	15234609 FLUID-A/T	N	2		WARRANTY POLICY	WTY
					CASH	4.70

Any warranties on the products sold hereby are those made by the manufacturer.
 The seller hereby expressly disclaims all warranties, either express or implied,
 including any implied warranty of merchantability or fitness for a particular
 purpose, and the seller neither assumes nor authorizes any other person to
 assume for it any liability in connection with the sale of said products.

12/1/04
1.6w CB
11/18/07



SATURN OF GREEN BROOK LLC
 270 Route 22 West
 Green Brook, NJ 08812
 (732) 752-8383
 www.saturnofgreenbrook.com

SERVICE
 INVOICE

SO# 113867 DATE/TIME IN: 7/15/2009 9:00 DATE/TIME OUT: 7/20/2009 16:41
 TAG# 770 SA: CARLOS MORA- DOC COUNT: 1 PAGE: 2

04 5GZC233D63S813708

PARTS	DESC	FP	QTY	PRICE	SALE TYPE	
SN	15231847 ADDITIVE-	N	1		WARRANTY POLICY	WTY
					CASH	2.60
SN	15842512 PIPE ASM-	N	1		WARRANTY POLICY	WTY
					CASH	8.24
SN	09180138 BOLT/SCRE	N	1		WARRANTY POLICY	WTY
					CASH	.17

LINE TOTAL \$1016.91

LINE 3 CUST STATES CAR HAS NO PICK UP EST.: \$0.00
 TECH COMM: REPAIR RELATED TO LINE TWO (2)

REPAIR 1 REPAIR RELATED TO LINE 2
 OPCODE: M5300 SALE TYPE: CASH \$0.00
 PRIMARY TECH: RICHARD PETRUCCELLI

ANY QUESTIONS OR CONCERNS PLEASE CONTACT ANTHONY RUSSO

LABOR	\$215.91
PARTS	\$846.70
MISC MATERIALS	\$5.50
HAZD MATERIALS	\$4.50
TAX (NEW JERSEY SALE)	\$74.46
CUSTOMER TOTAL	\$1138.07
PAYMENT (PAYMENT DUE)	\$1138.07

CUSTOMER SIGNATURE _____

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

FROM: NORTHEAST UTILITIES

FRX NO.: 860 665-2058

Jul. 24 2009 02:09PM P1



SATURN OF WATERTOWN

715 Straits Turnpike
Watertown, CT 06795
(860) 945-4755

CASH \$ _____
 CHECK # _____
 CREDIT CARD: VISA DISCOVER M/C AMEX

Co.# 03

To: JULIE

GUESTS 10/2	Service Order Number	Service Consultant	VIN		
	268060	MICHAEL LUPINSKI	5GZCZ43D33821917		
	Color	Year	Make/Model	License	Engine
		2008			
	Mileage In/Out	Tag	Delivery Date	Rate	Disc Count
	99975 /	806	7/10/2008		1
	Date/Time In	Date/Time Out			
	7/10/2009 8:51	7/22/2009 16:02			

LINE 1 CUSTOMER STATES TRANSMISSION IS GOING

AUTH: A

TECH COMM: TECHNICIAN VERIFIED THE CUSTOMERS CONCERN .
 PERFORMED PRESSURE TEST FAILED, DISSESAMBLE AND
 FOUND METAL THROUGHOUT UNIT, GEAR TEETH CHEWED.
 REMOVED AND REPLACED THE FAULTY CASE COVER,
 FILTER, VALVE BODY, TORQUE CONVERTER AND FLUSHED
 COOLER LINES AND COOLER. REASSEMBLED AND RETEST
 CUSTOMERS CONCERN CORRECTED.

WARRANTY
12 mos
12K

REPAIR 1 COVER ASSEMBLY DRIVE SHAFT DRIVEN POLLEY A.
 OPCODE: K7104 SALE TYPE: WARRANTY WTY
 HRS: 8.40 OTH HRS:
 PRIMARY TECH: JOSEPH TUPAY
 WARR PARTS: 10

PARTS	DESC	FP	QTY	PRICE	SALE TYPE	SERVIC	INT
SN 15297659	COVER	N	1		WARRANTY - GM		WTY
SN 22737082	CORE-CONV	N	1		WARRANTY - GM		WTY
SN 24226576	FILTER ASM	N	1		WARRANTY - GM		WTY
SN 24226386	PLATE ASM N	N	1		WARRANTY - GM		WTY
SN 15297657	VALVE ASM	N	1		WARRANTY - GM		WTY
SN 22720281	CASE-DRN	N	1		WARRANTY - GM		WTY
SN 24220201	CASSETTE-CA	N	1		WARRANTY - GM		WTY
SN 15250985	FLUID-A/T N	N	2		WARRANTY - GM		WTY
SN 15231847	ADDITIVE-N	N	1		WARRANTY - GM		WTY
SN 15863186	SEALER-TR N	N	1		WARRANTY - GM		WTY
SN 15297655	CONVERTER N	N	1		WARRANTY - GM		WTY
SN 22681965	CORE-CONV N	N	1		WARRANTY - GM		WTY

LINE 2 CUSTOMER STATES NOISE IN REAR END WHEN IN REVERSE
 TECH COMM: TECHNICIAN REPAIRED CONCERN THROUGH LINE 1.

REPAIR 1 DIAGNOSIS
 OPCODE: M6000 SALE TYPE: INTERNAL SE INT
 PRIMARY TECH: JOSEPH TUPAY

PARTS	DESC	FP	QTY	PRICE	SALE TYPE	SERVIC	INT
SN 21170863	KEY ASM-D N	N	1		INTERNAL SERVIC		INT

Disclaimer of Warranties

The seller, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

FROM :NORTHEAST UTILITIES

FAX NO. :860 665-2058

JUL 24 2009 02:10PM P2



SATURN OF WATERTOWN

715 State Turnpike
Watertown, CT 06795
(860) 945-4755

GUEST
INVOICE

Co.# 03

TO: JULIE

GUEST: <i>207</i>	Service Order Number	Service Consultant	VIN
	259060	MICHAEL LIPINSKI	5GZCZ48D363021917
	Days	Count	Date/Time Out
	806	1	7/10/2009 8:51 7/22/2009 18:02

SERVICE APPOINTMENTS AVAILABLE ONLINE AT INGERSOLLAUTO.COM

CUSTOMER SIGNATURE _____

CUSTOMER TOTAL

\$.00

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FROM :

FAX NO. :

Jun. 18 1998 09:06PM P5



SATURN OF MONTGOMERY, INC. 8000 Eastern Bypass
Montgomery, AL 36116
(334) 280-2064

SERVICE INVOICE

Co.# 0

Sold To:		Service Order Number	Service Advisor	Vehicle
		99591	ROBERT COMBS	5GZ02aaD59918000
Color	Year	Make/Model	License	Engine
SILVER W	2003			
Mileage/Oil	Delivery Date	Seat	Doc. Count	Plant
111196/	8/18/2003		1	
		Delivered To	Date/Time Out	
		7/09/2009 13:53	7/23/2009 14:11	

LINE 1 TOW IN. CUSTOMER STATES CAR ACTED LIKE THE TRANS W AS SLIPPING. AFTER A WHILE IT STOPPED PULLING. LEFT IT SIT AND COOL AND IT PULLED OFF AGAIN AND HAZED BY TO THE HOUSE. ADVISE.
CAUSE: MODL/COMENT - WORN/STRIPD
TECH COMM: P1789. REPLACED CASE COVER, TORQUE CONVERTER, INT FILTER, FLUSHED COOLER, UPDATED BCM, ALIGNED
70% CUSTOMER PAY = \$2274.38

REPAIR 1 COVER ASSEMBLY, VARIABLE DRIVE AND DRIVEN PULLEY A
OPCODE: K7104 SALE TYPE: WARRANTY PO WTY
HRS: 7.60 OTH HRS: 1.80
PRIMARY TECH: 771
WARR PARTS: 11

PAID JUL 23 2009 Ref Neg # 11074 \$ 2274.38

PARTS	DESC	QTY	PRICE	SALE TYPE	WTY
SN 24220201	GASKET-C/N	1		WARRANTY POLICY	WTY
SN 24220892	PLUG-TRAN	1		WARRANTY POLICY	WTY
SN 15297659	COVER ASM Y	1		WARRANTY POLICY	WTY
SN 22737082	CORE-COVE N	1		WARRANTY POLICY	WTY
SN 15297655	CONVERTER N	1		WARRANTY POLICY	WTY
SN 22681965	CORE-CONV	1		WARRANTY POLICY	WTY
SN 24226576	FILTER AS	1		WARRANTY POLICY	WTY
SN 15231847	ADDPALVE-N	2		WARRANTY POLICY	WTY
SN 15863186	SEALER-TR N	1		WARRANTY POLICY	WTY
SN 15250985	FLUID-A/T N	2		WARRANTY POLICY	WTY
SN 24211020	SEAL-A/TR N	2		WARRANTY POLICY	WTY

COMMENTS: CUSTOMER TO PAY 70% OF \$3249.11 = \$2274.38 SATURN TO PAY REMAINDER.

CUSTOMER SIGNATURE _____ CUSTOMER TOTAL \$.00

12/12 PARTS & LABOR WARRANTY
SN WORK DONE ON THIS R.O.
99591

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FROM :

FAX NO. :

Jun. 18 1998 09:07PM PG



SATURN OF MONTGOMERY, INC. 5000 Easton Bypass
Montgomery, AL 36116
(884) 260-2064

SERVICE INVOICE

Co.# 0

Service Order Number		Service Advisor		VIN	
98733		ROBERT COMBS		5GZCZ39D58981900	
Color	Year	Make/Model	License	Engine	Stk#
SILVER W/	2003				
Mileage In/Out	Tag	Delivery Date	Rate	Cap. Count	Plan
111249 / 111255		8/18/2003		1	
Start		Date/Time In		Date/Time Out	
		7/24/2005 8:13		8/05/2005 8:23	

LINE 1 TOW IN. CUSTOMER STATES CAR WILL NOT PULL OFF AND IS LEAKING FLUID. ADVISE.

AUTH: AF

CAUSE: MODL/COMPNT - NO/BAD COMM
TECH COMM: VALVE BODY INTERNAL FAULT. REPLACE VALVE BODY. ALSO REOLACE LEFT AXLE SHAFT OIL SEAL VTI GOODWILL POLICY

REPAIR 1 CONTROL VALVE BODY REOLACEMENT
OPCODE: K6560 SALE TYPE: WARRANTY PO WTY
HRS: 2.20
PRIMARY TECH: 771
WARR PARTS: 4

PARTS	DESC	SP	QTY	PRICE	SALE TYPE	WTY
SN	24235475 SEAL ASM				WARRANTY POLICY	WTY
SN	15250985 FLUID SEAL				WARRANTY POLICY	WTY
SN	15297657 BODY ASM				WARRANTY POLICY	WTY
SN	22720281 CORE-BODY				WARRANTY POLICY	WTY
SN	24226386 PLATE ASM				WARRANTY POLICY	WTY

NET ITEM: T TOWING SALE TYPE
PO#: 31578 WARRANTY POLICY WTY

CUSTOMER SIGNATURE _____ CUSTOMER TOTAL: \$0.00

Disclaimer of Warranties

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FROM :

FAX NO. :

Jun. 18 1998 02:08PM P7



SATURN OF MONTGOMERY, INC. 3000 Eastern Bypass
Montgomery, AL 36116
(334) 260-2084

SERVICE INVOICE

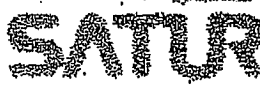
Sold To:		Service Order Number	Service Advisor	Co.# 0
		55107	ROBERT COMBS	VIA
Color	Year	Make/Model	License	Engine
SILVER W	2003			
Mileage In/Out	Tag	Delivery Date	Rate	Doc. Count
102341 /		8/18/2003		1
Tax Exempt	Date/Time In	Date/Time Out		
	7/01/2003 18:23	7/01/2003 14:25		

LINE 1 VUE VP7 AUTOMATIC

REPAIR 1 SERVICE AUTOMATIC TRANSAXLE, CHANGE FLUID
 OPCODE: M5035 SALE TYPE: CUSTOMER PA \$80.00
 HRS: 1.00
 PRIMARY TECH: 026

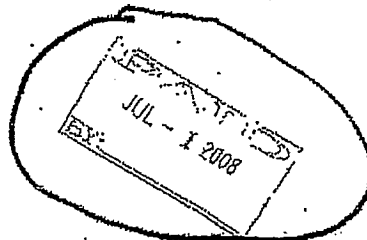
PARTS	DESCRIPTION	PRICE	SALE TYPE
SN 15234609	REPAIR PART N	10.65	CUSTOMER PAY
SN 15250983	REPAIR PART N	40.00	CUSTOMER PAY
SN 15231847	REPAIR PART N	12.39	CUSTOMER PAY
SN 24220892	REPAIR PART N	8.60	CUSTOMER PAY

REPAIR 2 COURTESY CAR
 OPCODE: M5088 SALE TYPE: CUSTOMER PA \$0.00



LABOR	\$80.00
PARTS	\$71.64
MISC MATERIALS	\$8.00
SHARD MATERIALS	\$1.50
TAX (COUNTY TAX)	\$1.79
TAX (CITY TAX)	\$2.51
TAX (ALABAMA STATE T)	\$2.87
CUSTOMER TOTAL	\$167.31
PAYMENT (MAST. CARD)	\$167.31

CUSTOMER SIGNATURE _____



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SATURN OF GREEN BAY

2800 Ramada Way
Green Bay, WI 54304-5780
(920) 497-6900

8/17/07

SERVICE INVOICE

EMAIL: saturngreenbay@bergstromauto.com
WEB ADDRESS: www.bergstromauto.com

Co.# 02

Service Order Number	Service Location	Service Order			
241690	KENT (GMIN) TREML	5GZCZ83D73S905930			
Color	Year	Make/Model	Body Style	Engine	Stock
BLUE*2.2L*	2008	SATURN VUE FWD	952FWW	L6 2.2LLA	28981
Mileage (mi)	Tag	Delivery Date	Rate	Per Hour	Plan
86377/		7/29/2008			

-----email:-----
LINE 1 CUSTOMER STATES IT SEEMS LIKE TRANS WILL NOT LET YOU ACCELERATE AT TIMES. AUTH: AE

CAUSE: ROTATE PART-NOISE OPERATI
TECH COMM: CUSTOMER STATES IT SEEMS LIKE THE TRANS WILL NOT LET YOU ACCELERATE. TECH FOUND TRANSMISSION GROWLING AND SLIPPING. TECH REPLACED THE TRANSMISSION ASSEMBLY AND ADJUSTED. CUSTOMER TEST DROVE. ALL OK NOW.

REPAIR 1 TRANSMISSION ASSEMBLY REPLACEMENT SALE TYPE: WARRANTY PO \$701.84
OPCODE: K7000
HRS: 6.80 OTH HRS: 1.00
PRIMARY TECH: 011
WARR PARTS: 4 AMT: 422

PARTS	DESCRIPTION	SALE TYPE	AMOUNT
SN 15297663	TRNSM ASSEMBLY	WARRANTY POLICY	\$4170.74
SN 22681964	CORE-TRNSM	WARRANTY POLICY	\$980.00
SN 15234609	FLUID-TRNSM	WARRANTY POLICY	\$9.39
SN 15250985	FLUID-A/T	WARRANTY POLICY	\$33.60
SN 15231847	ADDITIVE-TRNSM	WARRANTY POLICY	\$10.42
			\$3945.95

OUR #1 GOALS "COMPLETELY SATISFIED" & "DEFINITELY RECOMMEND"

CUSTOMER SIGNATURE _____ CUSTOMER TOTAL \$.00

"Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911 Madison, Wisconsin 53708-8911"

Disclaimer of Warranties
The Seller, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.



Exhibit U

I, Dan Richardson, hereby state:

1. I am over eighteen years of age and have personal knowledge of the facts stated herein.
2. I purchased my 2002 Saturn Vue new from Saturn of Fairfield, in Fairfield, CT.
3. I first started having problems with the VTI transmission in my 2002 Saturn Vue in 2008. I took my 2002 Saturn Vue to Ace Automotive in Norwalk, Connecticut. Ace Automotive diagnosed transmission problems and serviced the VTI transmission fluid and sensor switch.

4. On August 11, 2009, when my 2002 Saturn Vue reached approximately 122,000 miles, the VTI transmission failed, and I contacted LakinChapman, LLC about the class notice I received in the mail and how I could receive the benefits of the Saturn settlement. The person I talked to at LakinChapman, LLC, suggested that I contact GM Customer Assistance Center. On August 11, 2009, I contacted the GM Customer Assistance Center and I spoke with a GM representative named Alex. Alex asked me some questions about my vehicle. I provided Alex my 2002 Saturn Vue's VIN, mileage, and other requested information. I then asked about the benefits available under the Saturn VTI settlement. I was then told by Alex at the GM Customer Assistance Center that I needed to have my vehicle towed into a Saturn dealership so that they could diagnosis the VTI transmission failure. She explained that if the Saturn dealership diagnosed my 2002 Saturn Vue with VTI transmission problems or failure, then the dealership would fix it under the settlement terms. After I talked to Alex I called Saturn of Fairfield and received an appointment for August 25, 2009 to bring my vehicle in for diagnosis.

5. On August 24, 2009, I had my 2002 Saturn Vue towed to Saturn of Fairfield. I paid approximately \$50 for the tow. On August 27, 2009 I called Saturn of Fairfield to follow up on the diagnosis and was told that my vehicle was diagnosed with a transmission failure, and I was quoted \$5,500 to replace the transmission. I then told the person at Saturn of Fairfield that Alex at the GM Customer Assistance Center told me that I was to receive the benefits of the Saturn VTI settlement, and under the settlement GM was going to pay 75% of the VTI transmission replacement. The person at Saturn of Fairfield responded that GM is no longer honoring the settlement, and I was responsible for the entire amount of \$5,500. After I got off the phone with Saturn of Fairfield I again contacted the GM Customer Assistance Center. Alex was unavailable, but I spoke with a lady about my case. The lady I spoke with reviewed my claim file, and told me that she was not sure why the dealership would tell me that GM is no longer honoring the settlement. She concluded the conversation by telling me that she would inquire as to the dealership's position, and someone would get back in touch with me.

6. On August 27, 2009, I received a telephone call from Alex at the GM Customer Assistance Center and she told me that they contacted GM corporate, and GM was no longer honoring the terms of the settlement and GM was reverting back to the 5 year/75,000 mile warranty. I was told by Alex to contact LakinChapman, LLC for further assistance as they had already received a lump sum payment for the VTI Transmission class action settlement.

7. Currently, my vehicle is at Saturn of Fairfield and it has not been repaired.

Dated: September 11, 2009

Sworn to and subscribed before me
this 11th day of September, 2009

Notary Public

Commission Expires: November 30, 2011

Exhibit V

SERVICE BULLETIN



NO.:	<u>04020</u>
	SPECIAL POLICY
DATE:	<u>March 2004</u>
CATEGORY TYPE:	<u>Transaxle - 02</u>
CATEGORY:	<u>Automatic</u>

SPECIAL POLICY

SUBJECT: SPECIAL POLICY ADJUSTMENT - EXTENDED TRANSMISSION WARRANTY COVERAGE FOR THE VARIABLE TRANSMISSION WITH INTELLIGENCE (VTI) TRANSMISSION

MODELS: 2002, 2003 AND 2004 VUE VEHICLES EQUIPPED WITH VTI (M75 AND M16) 2003 AND 2004 ION QUAD COUPE VEHICLES EQUIPPED WITH VTI (M75)

TO: ALL SATURN RETAILERS AND AUTHORIZED SERVICE PROVIDERS

CONDITION

Saturn has determined that 2002, 2003 and 2004 VUE and 2003 and 2004 ION Quad Coupe vehicles equipped with the VTI transmission may experience certain transmission concerns that might affect customer satisfaction, and may require repair or replacement.

SPECIAL POLICY ADJUSTMENT

This special policy bulletin has been issued to extend the warranty on the VTI transmission assembly for a period of 5 years or 75,000 miles (120,000 km), whichever occurs first, from the date the vehicle was originally placed in service, regardless of ownership. The repairs will be made at no charge to the customer.

Effective immediately, vehicles covered by extended vehicle service contracts are covered by this special policy.

VEHICLES INVOLVED

Involved are Saturn 2002, 2003 and 2004 VUE and 2003 and 2004 ION Quad Coupe vehicles equipped with the VTI transmission (RPOs M16 or M75). This policy is applicable to all VTI equipped vehicles with an in-service date prior to April 2004.

PARTS INFORMATION

Parts required to complete a repair under this special policy are to be obtained from Saturn Service Parts Operations (SSPO) as outlined in the current parts catalog.

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— EXCEED CUSTOMER EXPECTATIONS —

CUSTOMER NOTIFICATION

Saturn will notify customers of this special policy on their vehicles via first-class mail. A copy of the customer letter is included with this bulletin.

SERVICE PROCEDURE

Diagnose and service as outlined in the applicable Saturn Service Manual or Technical Information Bulletin(s). Current Service Manuals and Technical Information Bulletins are available via the Electronic Service Information (eSI) web site.

CLAIM INFORMATION

For vehicles repaired under the terms of this special policy submit a claim using the applicable chart below:

If the vehicle is still within the 3 years and 36,000 miles, use Chart A.

CHART A

Service Performed	Case Type	Labor Op.	Net Item Amount	Net Item Code	# Days Rental	Admin. Hrs.
Applicable Labor Operation for Repair	VW	*	N/A	N/A	See Below	N/A
Rental Reimbursement	GW or SS	T5599	**	C	***	N/A
Customer Reimbursement ****	VW	T5600	***	R		0.2

If the vehicle is beyond 3 years or 36,000 miles but within the 5 years and 75,000 miles special policy coverage use Chart B.

CHART B

Service Performed	Case Type	Labor Op.	Net Item Amount	Net Item Code	# Days Rental	Admin. Hrs.
Applicable Labor Operation for Repair	SP	*	N/A	N/A	See Below	N/A
Rental Reimbursement	SP or SS	T5599	**	C	***	N/A
Customer Reimbursement ****	SP	T5600	***	R		0.2

* To receive credit for a repair to the VTi transmission during the special policy period, submit a claim through the Saturn Retail System using the appropriate labor operation number and labor time from the electronic Labor Time Guide.

** Net item amounts must be submitted as a miscellaneous sale. Rental reimbursement is not to exceed \$35/day.

*** Enter number of days vehicle was rented. Not to exceed 3 days.

**** Customer requests for reimbursement of previously paid repairs to VTi transmission assembly.

1. Retailers are empowered to use good judgment regarding rental cars. Should the rental exceed the special policy maximum 3-day allowance, contact the Customer Assistance Center at 1-800-828-2112, prompt 6, prompt 1.
2. Labor operations claimed in this bulletin for rental reimbursement or customer reimbursement must be submitted on individual (unrelated to each other or the repair) CSO lines.
3. The parts allowance should be the sum total of the current SSPO Retailer Net Price + 40% of all parts required for the repair.

CUSTOMER REIMBURSEMENT

Customers with claims for previously paid repairs to the VTi transmission assembly are instructed to contact their Saturn retailer to arrange for reimbursement. If the repair was performed at a non-Saturn facility, customers will need to provide the original paid receipt or invoice verifying the repair, proof of payment, and proof of ownership of the vehicle at the time of repair. If you have any questions regarding claim processing, please contact the Saturn Customer Assistance Center at 1-800-828-2112 prompt 6, prompt 1.

Customer Reimbursement Claims – Special Attention Required.

- A. Customer reimbursement claims must have the date of the VTi transmission assembly repair entered into the "repair date" field of the CSO in the "Labor Detail/Comments" screen.
- B. Customer reimbursement claims must have the mileage of the prior repair of the VTi transmission assembly repair entered on the "Service Order Hub" screen in the "miles in" field.
- C. Customer reimbursement claims must have entered into the "technician comments" field the CSO number (if repair was completed at a Saturn retail facility) date, mileage, customer name, and any deductibles and taxes paid by the customer.
- D. Customer reimbursement claims must be submitted on a different CSO than the special policy repair. This is because the repair date and mileage differ between the two repairs.

March 2004



Dear Saturn Owner,

We are writing to let you know of a special policy relating to 2002, 2003 and 2004 VUE and 2003 and 2004 ION Quad Coupe vehicles equipped with the VTI transmission. These vehicles may experience certain transmission concerns that might affect customer satisfaction, and may require repair or replacement.

What We Will Do:

Saturn will provide extended coverage for a period of 5 years from the date the vehicle was originally placed in service, or 75,000 miles, whichever occurs first. This special policy covers both the original owner, and any subsequent owners for the 5-year/75,000-mile duration. Please keep this letter with your other important glove box literature for further reference.

This is not a recall. At this time, it is not necessary to take your vehicle to your Saturn retailer as a result of this letter.

What You Should Do:

If your vehicle should require VTI transmission repairs within 5 years/75,000 miles, whichever comes first, Saturn will repair your vehicle at no charge. A Saturn retailer must perform repairs to qualify for this special coverage.

You will be eligible for reimbursement if you have already paid for some or all of the cost to have VTI transmission repairs, and your vehicle was within the 5-year/75,000-mile parameter at the time of the repair.

Reimbursement:

The enclosed form explains what reimbursement is available and how to request reimbursement if you have paid for repairs for the special policy condition.

We sincerely regret any inconvenience this may cause you. However, we have taken this action in the interest of your continued satisfaction with our product. If you have any questions, please contact your Saturn retailer or the Saturn Customer Assistance Center at 1-800-972-8876, or for the hearing impaired, 1-800-833-6000. We want you to know that we will do our best, throughout your ownership experience, to ensure that your Saturn provides you many miles of enjoyable driving.

Sincerely,

Saturn Corporation
04020



Saturn Corporation
Customer Assistance Center
P.O. Box 1500
Spring Hill, TN 37174

SATURN

VTI Transmission SPECIAL POLICY CUSTOMER REIMBURSEMENT PROCEDURE

If you paid for repairs associated with the VTI transmission assembly prior to March 15, 2004, you may be eligible to receive reimbursement.

Requests for reimbursement may include parts, labor, fees and taxes. Reimbursement may be limited to the amount the repair would have cost if completed by an authorized Saturn retailer.

Submitting a special policy reimbursement claim directly to your Saturn retailer may expedite processing, however, if you choose, you may file your claim through the Saturn Customer Assistance Center. Your claim will be acted upon within 60 days of receipt.

If your claim is:

- Approved, you will receive a check from your Saturn retailer or Saturn Corporation,
- Denied, you will receive a letter from your Saturn retailer or Saturn Corporation with the reason(s) for the denial, or
- Incomplete, you will receive a letter from your Saturn retailer or Saturn Corporation identifying the documentation that is needed to complete the claim and offered the opportunity to resubmit the claim when the missing documentation is available.

Please follow the instructions on the Claim Form provided on the reverse side to file a claim for reimbursement. If you have any questions or need assistance, please contact your Saturn retailer or the Saturn Customer Assistance at 1-800-972-8876, or for the hearing impaired, 1-800-833-6000.

SATURN
VTI TRANSMISSION SPECIAL POLICY CUSTOMER REIMBURSEMENT CLAIM FORM
04020

THIS SECTION TO BE COMPLETED BY CLAIMANT

Date Claim Submitted: _____

Vehicle Identification Number (VIN): _____

Mileage at Time of Repair: _____

Date of Repair: _____

Claimant Name (please print): _____

Street Address or PO Box Number: _____

City: _____ State: _____ ZIP Code _____

Daytime Telephone Number (Include Area Code): _____

Evening Telephone Number (include Area Code): _____

Amount of Reimbursement Requested: \$ _____

THE FOLLOWING DOCUMENTATION MUST ACCOMPANY THIS CLAIM FORM.

Original or clear copy of all receipts, invoices and/or repair orders that show:

- The name and address of the person who paid for the repair.
- The Vehicle Identification Number (VIN) of the vehicle that was repaired.
- What problem occurred, what repair was done, when it was done and who did it.
- The total cost of the repair expense that is being claimed.
- Payment for the repair in question and the date of payment.
(copy of front and back of cancelled check, or copy of credit card receipt)

My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this special policy.

Claimant's Signature: _____

Please provide this claim form and the required documents to your Saturn retailer or mail to the following address:

Saturn Corporation
Customer Assistance Center
P. O. Box 1500
Spring Hill, TN. 37174
Mail Drop 371-999-S24

S032004RFP01