

1 HEARING DATE AND TIME: February 3, 2011 at 9:45a.m. (Eastern Time)

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9 Attorney for JUDD WIESJAHN & ANNALISA SAND

10 IN THE UNITED STATES BANKRUPTCY COURT
11 FOR THE SOUTHERN DISTRICT OF NEW YORK

12 In Re:

13 MOTORS LIQUIDATION COMPANY, et al.,
14 f/k/a GENERAL MOTORS CORP., et al.,

15 Debtors.

16 } CHAPTER 11

17 } Case No.: 09-50026

18 **MOTION OF JUDD WIESJAHN AND ANNALISA SAND TO FILE**
19 **LATE PROOF OF CLAIM, OR IN THE ALTERNATIVE,**
20 **TO AMEND INFORMAL PROOF OF CLAIM**

21 **I. INTRODUCTION**

22
23 Judd Wiesjahn and Annalisa Sand (“Wiesjahn/Sand”) creditors and parties- in-interest in the
24 above-referenced bankruptcy cases, by and through their undersigned counsel, hereby move this Court
25 to enter an Order allowing them to file a late proof of claim, or in the alternative, to amend their
26 informal proof of claim on the grounds that they never received actual notice of the claim deadline. The
27 underlying claim is a wrongful death action, as evidenced by the wrongful death compliant attached
28

1 hereto as Exhibit A. On May 5, 2010, General Motors Corporation (“GM”) was served with a true and
2 correct copy of Wiesjahn/Sand’s complaint, and as such the debtor was aware of Wiesjahn/Sand’s
3 complaint and the action filed against GM in the Superior Court of California, for the County of
4 Monterey as case number M 95923. (Attached hereto as Exhibit B is a true and correct copy of the proof
5 of service of summons on GM). Furthermore, following service of the summons and complaint, GM
6 mailed a Notice of Stay of Proceedings, which is attached hereto as Exhibit C, to:

7
8 “Martin Louis Stanley, Esq.
9 Law Office of Martin Stanley
10 137 Bay Street #2
11 Santa Monica, CA 90405
12 (310) 399-2555
13 Fax (310) 399-1190
14 (Attorneys for Plaintiffs)”

15 As such, GM knew that the plaintiffs’ names were Annalisa Sand and Judd Wiesjahn, and that
16 the attorney for Wiesjahn/Sand in that case is Martin Louis Stanley and Jeffrey Lamb (at the time) of the
17 Law Office of Martin Stanley located at 137 Bay Street #2, Santa Monica, CA 90405, Telephone: 310-
18 399-2555, and Facsimile: 310-399-1190. However, General Motors Corporation and/or any of its
19 affiliates (“Initial Debtors”) never provided any notice to Wiesjahn/Sand that they were required to
20 submit a Proof of Claim form by a certain date, nor were they provided with any initial notice from GM
21 under the ADR procedures with respect to their claim (collectively “Notices”). These notices were
22 never sent to Anna Lisa Sand at her address, Judd Wiesjahn, at his address, or even Martin Louis
23 Stanley at the above address. And Plaintiffs’ counsel has no idea to whom these were sent or to whom
24 notice of GM’s requirements was sent as nothing to either effect was ever received.

25 The Proof of Claim form or notice of any deadlines was not sent to Annalisa Sand or Judd
26 Wiesjahn to their personal address, or to Martin Stanley and/or The Law Office of Martin Stanley care
27 of Annalisa Sand or Judd Wiesjahn. Annalisa Sand and Judd Wiesjahn are not known recipients of mail
28

1 at "137 Bay Street Unit 2, Santa Monica, CA 90405," and there is no such thing as a "Stanley Martin
2 Law Office" at that address. (See Exhibits E). GM cannot refute these established ambiguities.
3 Respectfully, the court cannot presume delivery by the post office of an item placed in the mail under
4 the name of an unfamiliar address, no association to that address, and no care of language provided.
5 Accordingly, based upon these ambiguities, along with the fact there was no actual notice,
6 Wiesjahn/Sand cannot be charged with notice or actual knowledge of their proof of claim filing
7 deadline. *See In re Chess*, 268 B.R. 150, 156 (Bankr. W.D. Tenn. 2001) (there is a general presumption
8 among the courts "that an addressee receives a properly mailed item *when the sender presents proof that*
9 *the item was properly addressed, stamped, and sent through the United States mail[,]*" In support
10 thereof, Wiesjahn/Sand state as follows:

13 II. BACKGROUND

14 1) On August 8, 2008, Decedent lost her life as a result of injuries she suffered in an accident
15 while riding as a passenger in a 2006 Chevrolet HHR vehicle designed, manufactured, sold, or otherwise
16 placed into the stream of commerce by Motors Liquidation Company, f/k/a General Motors Corporation
17 ("GM").

19 2) On December 19, 2008, Wiesjahn/Sand filed an action in the Superior Court of California,
20 County of Monterey, Case Number M95923 in which Wiesjahn/Sand assert that, *inter alia*, that the
21 subject vehicle when being used in conjunction with the spare tire was susceptible to a loss of vehicle
22 control, and as such were not suitable for use under normal and foreseeable driving conditions and
23 lacked proper warnings regarding the danger, making the vehicle and tire defective by design,
24 manufacture, and lack of warnings. (Exhibit A)

26 3) Decedent, Rachael Love Wiesjahn, is survived by her parents Wiesjahn/Sand.

28 4) On May 5, 2009, General Motors Corporation was served with a true and correct copy of
Wiesjahn/Sand's complaint. (Exhibit A & B)

1 5) On June 1, 2009 General Motors Corporation and four of its affiliates (the "Initial Debtors")
2 filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code ("Code").

3 5) On October 9, 2009, two additional affiliates of General Motors Corporation (the
4 "Realm/Encore Debtors") commenced voluntarily cases under Chapter 11 of the Bankruptcy Code.
5

6 7) On September 16, 2009, the Court entered an Order [Docket No. 4079] establishing
7 November 30, 2009 as the deadline for each person or entity to file a proof of claim in the Initial
8 Debtors' cases.

9 8) On December 2, 2009, the Court entered an Order [Docket No. 4586] establishing February 1,
10 2010 as the deadline for each person or entity to file a proof of claim in the Realm/Encore Debtors'
11 cases (except governmental units for which the Court set June 1, 2010 as the deadline to file proofs of
12 claim).
13

14 9) On February 23, 2010, the Court entered an Order pursuant to 11 U.S.C. § 105(a) and General
15 Order M-390 authorizing implementation of Alternative Dispute Procedures, including mandatory
16 mediation (the "ADR Procedures").
17

18 10) Wiesjahn is listed as a product liability claimant in the bankruptcy schedules filed by the
19 Debtors in this matter. (A true and correct copy of which is attached hereto as Exhibit D)
20

21 11) Sand is listed as a product liability claimant in the bankruptcy schedules filed by the Debtors
22 in this matter. (A true and correct copy of which is attached hereto as Exhibit E)

23 12) However Wiesjahn/Sand failed file the proof of claim form before the bar date due to: 1)
24 Motors Liquidation Company, f/k/a General Motors Corporation ("GM")' s failure to provide
25 Wiesjahn/Sand's counsel and Wiesjahn/Sand, as the creditors, any Proof of Claim form and/or any
26 notice that their forms had to be filed by a certain date; 2) GM's failure to provide separate notice to
27 Annalisa Sand and Judd Wiesjahn's personal address; 3) GM's failure to provide any notice or proof of
28

1 claim form to the Law Office of Martin Stanley care of Annalisa Sand and Judd Wiesjahn; and 4) GM's
2 failure to use the proper business name of Wiesjahn/Sand's counsel if it even mailed any notice or proof
3 of claim form to the Law Office of Martin Stanley. *See e.g. Bratton v. Yoder Co. (In re Yoder Co.)*, 758
4 F.2d 1114, 1118 (6th Cir. 1985) (“[t]estimony of non-receipt, standing alone, would be sufficient to
5 support a finding of non-receipt; such testimony is therefore sufficient to rebut the presumption of
6 receipt.”); 11 U.S.C. § 342(g)(1) (notice is not effective where debtor fails to use the address supplied by
7 the creditor; notice is not effective until it is “brought to the attention” of the creditor). Notice was not
8 brought to Plaintiff's attention until Plaintiff's counsel recently received “Notice of Hearing to Consider
9 Approval of Debtors' Proposed Disclosure Statement With Respect to Debtors' Joint Chapter 11 Plan”
10 attached hereto as Exhibit F.

11
12
13 13) By this Motion, Wiesjahn/Sand respectfully request this Court to enter an order allowing
14 Wiesjahn/Sand to file a late proof of claim or, in the alternative, permitting Wiesjahn/Sand to amend
15 their informal proof claim.
16

17 III. JURISDICTION AND VENUE

18 14) This Court has jurisdiction to hear this matter pursuant to 28 U.S.C. §§ 157 and 1334. This
19 matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant
20 to 28 U.S.C. §§ 1408 and 1409.
21

22 15) The statutory predicates the relief requested herein is Section 105 of the Bankruptcy Code
23 and Fed. R. Bankr. Proc. 9006(b)(1).
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1 **IV. ARGUMENT**

2 **A. Judd Wiesjahn and Annalisa Sand Should be Permitted To File A Late Claim Pursuant**
3 **to Bankruptcy Rule 9006(b)(1)**
4

5 16) Pursuant to Fed. R. Bankr. Proc. 9006(b)(1), the Court may permit a claim to be filed after
6 the bar date if the claimant's failure to comply with the deadline was the result of lack of actual notice
7 by GM.

8 17) The lack of prejudice to the debtor or the interests of efficient judicial administration,
9 combined with the good faith of the claimant "weigh strongly in favor of permitting the tardy claim." *Id.*
10 at 398.
11

12 18) The Debtors will not suffer any prejudice if Wiesjahn/Sand's formal claim is allowed. The
13 Debtors and all other parties in interest had knowledge of Wiesjahn/Sand's claim long before the bar
14 date.
15

16 19) Wiesjahn/Sand are listed as products liability claimants on the bankruptcy schedules filed by
17 GM. (Exhibit D & E). *See In re Ginther*, 2008 Bankr. LEXIS 1728 at 7 (Bankr. S.D. Tex. 2008) (late
18 claim allowed where claim was listed on debtor's schedules as contingent, unliquidated and disputed). *In*
19 *re Bruno Machinery Corp.*, 2007 U.S. Dist. LEXIS 51201 at *10 (N.D. N.Y. 2007)(late claim permitted
20 because "Debtor had advance knowledge of the claim as they included it in Schedule F and [the
21 creditor] had filed suit against it or this claim.")
22

23 20) As such, Wiesjahn/Sand had the right to assume that they would receive actual notice of
24 relevant dates before their claims would be barred. *In re Dartmore Homes, Inc.*, 175 B.R. 659 (Bankr.
25 N.D. Ill 1994) (finding Chapter 11 debtor, even creditors have right to assume they will receive notice of
26 relevant dates before their claims are barred.)
27
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1 21) In addition, Wiesjahn/Sand's claims will only have a negligible impact on the distributions
2 of the Debtor's remaining assets to unsecured creditors. Wiesjahn/Sand's claims represent only a very
3 tiny fraction of the billions of dollars of unsecured claims asserted against the Debtors in these cases.
4

5 22) In the alternative, Wiesjahn/Sand's failure to timely file a formal proof of claim before the
6 bar date was the result of excusable neglect and Wiesjahn/Sand have acted in good faith. It is clear that
7 the error in filing was not Wiesjahn/Sand and/or their counsel's error, but rather GM's error. As stated
8 above, GM 1) failed to provide Wiesjahn/Sand's counsel and/or Wiesjahn/Sand, as the creditors, any
9 Proof of Claim form and/or any notice that their forms had to be filed by a certain date; 2) GM's failed
10 to provide separate notice to Annalisa Sand and Judd Wiesjahn's personal address; 3) GM's failed to
11 provide any notice or proof of claim form to the Law Office of Martin Stanley care of Annalisa Sand
12 and Judd Wiesjahn; and 4) GM's failed to use the proper business name of Wiesjahn/Sand's counsel if it
13 even mailed any notice or proof of claim form to the Law Office of Martin Stanley. *See In re Any*
14 *Mountain, Inc.*, 2007 Bankr. LEXIS 712 at *2 (Bankr. N.D. Cal. 2007) (finding excusable neglect where
15 claimant's counsel misread bankruptcy court notice); *Bonner v. Adams (In re Adams)*, 734 F.2d 1094,
16 1103 (5th Cir. 1984) (holding "it is clear that one of the primary purposes of the list of creditors in the
17 schedule is to provide the court information as to persons entitled to notice," and as such an incorrectly
18 listed address not satisfy due process); *In re Hicks*, 184 BR. 954, 957 (Bankr. C.D. Cal. 1995) ("this
19 obligation to list all creditors' names and address is part of the debtor's duty of *full disclosure that is the*
20 *quid pro quo for fresh start* provided by the discharge); *In re Schepps Food Stores, Inc.*, 152 B.R. 136
21 (Bankr. S.D. Tex. 1993) (evidence that notice was never sent or that no one in the case received notice
22 does rebut presumption that proper notice was given in bankruptcy case.);
23
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26

27 23) "It is well settled that if a debtor lists incorrectly the name or address of a creditor in the
28 required schedules, so as to cause the creditor not to receive notice, that creditor's debt has not been

1 'duly scheduled[.]'" *Adams*, 734 F.2d at 1098. "While the Bankruptcy Code provides no guidance as to
2 what is the proper address of a creditor, the law is clear that such an address must be one at which notice
3 or service would be reasonably calculated to comply with constitutional notions of due process." *In re*
4 *Kleather*, 208 B.R. 406, 410 (Bankr. S.D. Ohio 1997). Likewise, when a court has promulgated a local
5 rule requiring a mailing matrix to accompany the statements and schedules, an incorrectly listed address
6 therein does not satisfy due process. *Adams*, 734 F.2d at 1103.

8 24) Furthermore, "if a creditor is not given reasonable notice of the bankruptcy case and the
9 relevant bar dates, its claim cannot be constitutionally discharged." *See In re O'Shaughnessy*, 252 B.R.
10 722, 729 (Bankr. N.D. Ill. 2000) (quoting *In re Glenwood Med. Group, Ltd.*, 211 B.R. 282, 285 (Bankr.
11 N.D. =Ill. 1997)). Constitutional due process requires proper notice. *Mullane v. Cent. Hanover Bank &*
12 *Trust Co.*, 70 S. Ct. 652, 657 (1950)("An elementary and fundamental requirement of due process in any
13 proceeding which is to be accorded finality is notice reasonably calculated, under all the circumstances,
14 to apprise interested parties of the pendency of the action and afford them an opportunity to present their
15 objections.""). "The burden of establishing that a creditor has received adequate notice rests with the
16 debtor." *Massa v. Addona (In re Massa)*, 187 F.3d 292, 296 (2d Cir. 1999). Therefore, in order to
17 satisfy the elements of due process, a debtor's schedules must contain accurate information concerning a
18 creditor's address. *SouthTrust Bankcard Ctr. v. Curenton (In re Curenton)*, 205 B.R. 967, 970 (Bankr.
19 M.D. Ala. 1995); *see also Bonner v. Adams (In re Adams)*, 734 F.2d 1094, 1103 (5th Cir. 1984).

23 Thus, where as here "a debtor does not afford a creditor due process, either by failing to timely
24 schedule a creditor or by scheduling it incorrectly, the creditor's right to object to the dischargeability of
25 a debt cannot be time barred under *Fed. R. Bankr. P. 4007(c)*." *Chanute Prod. Credit Ass'n v. Schicke*
26 *(In re Schicke)*, 290 B.R. 792, 800 (B.A.P. 10th Cir. 2003). For these reasons, Wiesjahn/Sand should be
27 permitted to file their claims late pursuant to Rule 9006(b)(1).
28

1 25) The determination of whether excusable neglect exists “is at bottom an equitable one.”
2 *Pioneer Inv. Svcs. Co. v. Brunswick Assocs. Ltd. P’ship*, 507 U.S. 380, 395 (1993). Among the
3 circumstances that should be considered are the danger of prejudice to the debtor, the length of the delay
4 and its potential impact on the proceedings, the reason for the delay and whether the movant acted in
5 good faith. *Id.*

7 26) “[T]he enlargement of presented time periods under the ‘excusable neglect’ standard of Rule
8 9006(b)(1) is not limited to situations where the failure to timely file is due to circumstances beyond the
9 control of the filer.” *Id.* at 391.

11 27) Courts are permitted, where appropriate, to allow late claims caused by “inadvertence,
12 mistake or carelessness.” *Id.* at 388; F.R.B.P. §9006(b).

13 **B. Wiesjahn/Sand Should Be Permitted To Amend Their Informal Proof of Claim**

14 28) “Courts in the Second Circuit have long recognized the validity of informal proofs of claim.”
15 *In re The Float, Inc.*, 163 B.R. 18, 20 (Bankr. N.D. N.Y. 1993).

17 29) An informal proof of claim is subject to amendment subsequent to the bar date. *In re*
18 *Southhold Development Corp.*, 173 B.R. 63, 71 (E.D. N.Y. 1994)

19 30) An informal proof of claim should be recognized where the debtor is made aware of the
20 “intent of [the creditor] to hold the estate liable.” *In re Rockville Orthopedic Associates, P.C.*, 365 B.R.
21 366 (Bankr. D. Conn. 2007); see also *In re Collins*, 2004 Bankr. LEXIS 2522 at *8 (Bankr. D. S.C.
22 2004) (finding informal proof of claim where debtor identified claim on schedules and claimant attended
23 first meeting of creditors); *In re Hawaiian Airlines*, 2006 Bankr. LEXIS 2714 (Bankr. D. Haw. 2006)
24 (letter from personal injury claimant’s attorney to the debtor constituted amendable informal proof of
25 claim); *In re Judy Wood Publishing Corp.*, 289 B.R. 319, 322 (Bankr. E.D. Va. 2002) (informal proof of
26 claim);
27
28

1 claim existed because creditor was listed on the debtor's schedules and the debtor's mailing list of
2 creditors).

3
4 31) The filings identified above put all interested parties on notice of Wiesjahn/Sand's intent to
5 held GM liable and therefore, are more than adequate to constitute an informal proof of claim.

6 32) Consequently, Wiesjahn/Sand should be permitted to amend their informal claim by filing a
7 formal proof of claim form, which Plaintiffs' have prepared using the blank claims form on the Motors
8 Liquidation website at <https://www.motorsliquidation.com/ClaimsInformation.aspx>. (Attached hereto as
9 Exhibit G).

10
11 Dated: 12/9/10

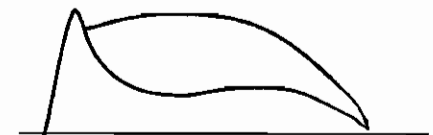

13 MARTIN LOUIS STANLEY
14 CANDACE BRIANNE LEE
15 Attorney for PLAINTIFF

EXHIBIT A

1 **LAW OFFICE OF MARTIN STANLEY**
2 Martin Louis Stanley [State Bar No. 102413]
3 Jeffrey R. Lamb [State Bar No. 257648]
4 137 Bay Street #2
5 Santa Monica, CA 90405
6 Telephone: (310)399-2555
7 Facsimile: (310)399-1190

8 Attorney for PLAINTIFFS JUDD WIESJAHN & ANNALISA SAND

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 IN AND FOR THE COUNTY OF MONTEREY

11 JUDD WIESJAHN, ANNALISA SAND,

) Case No.: M 95923

12 Plaintiffs,

13 vs.

) **FIRST AMENDED COMPLAINT FOR DAMAGES:**

14 CHRISTOPHER ROBIN TINDALL, WILLIAM
15 F. SIMMONS, MARK CHRISTOPHER
16 HUDSON, PAMELA CAROL HUDSON,
17 ALLEN DUARTE, and DOES 1 through 100,
18 inclusive

-) 1. WRONGFUL DEATH
2. SURVIVAL ACTION

19 Defendants.

20 COMES NOW Plaintiff's Judd Wiesjahn and Annalisa Sand for causes of action against
21 Defendants, and each of them, complain and allege as follows:

22 **GENERAL ALLEGATIONS**

- 23 1. At all times relevant, Plaintiffs were residents of Monterey, California. Plaintiff Judd Wiesjahn is
24 the father of decedent Rachel Wiesjahn, and brings this suit in his capacity as an heir of decedent's
25 estate. Plaintiff Analisa Sand is the mother of decedent Rachel Wiesjahn, and brings this suit in her
26 capacity as an heir of decedent's estate.
27 2. Plaintiffs are informed and believe and thereon allege that Defendants CHRISTOPHER ROBIN
28 TINDALL, MARK CHRISTOPHER HUDSON, PAMELA CAROL HUDSON, ALLEN DUARTE,
are residents of Monterey County.

- 1 3. Plaintiffs are informed and believes and thereon alleges that Defendant William F. Simmons is a
2 resident of the State of Colorado.
- 3 4. Plaintiffs are informed and believe and thereon allege that Defendant General Motors Corporation, is
4 a Delaware Corporation headquartered in Detroit, Michigan, and doing business in the State of
5 California at all times relevant to this complaint.
- 6 5. Plaintiffs are informed and believe and thereon allege that Defendant Chevrolet is a subsidiary of
7 Defendant General Motors Corporation, at doing business in the State of California at all times
8 relevant to this complaint.
- 9 6. Plaintiffs are informed and believe and thereon allege that Defendant Bridgestone/Firestone North
10 America tire, LLC ("Firestone") is a Delaware for profit corporation that is and was qualified and
11 doing business in the State of California at all times relevant to this complaint.
- 12 7. Plaintiffs are informed and believe and thereon allege that Defendant Goodyear Tire and Rubber
13 Company, is a Delaware for profit corporation with headquarters in Akron, Ohio, that is and was
14 qualified and doing business in the State of California at all times relevant to this complaint.
- 15 8. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as DOES 1
16 through 100. The true names and capacities of the defendants designated herein as DOES 1 through
17 100, inclusive, are unknown to Plaintiff, who therefore sue said defendants by such fictitious names.
18 Plaintiffs will seek leave of Court to amend this Complaint to show their true names and capacities
19 when such have been ascertained. Plaintiffs are informed and believes and thereon alleges that each
20 of the defendants designated herein as a DOE is legally responsible in some manner for events
21 referred to and has legally caused injury and damage to Plaintiff.
- 22 9. Plaintiffs are informed and believe and thereon allege that at all times relevant defendants, and each
23 of them, were the agents, servants, and/or employees of each of the remaining defendants and were
24 acting within purpose, course and/or employees of each of the remaining defendants and were acting
25 within the purpose, course and scope of said agency and/or employment and that each defendant,
26 when acting as a principal, was negligent in the selection, hiring, training or retention of each other
27 defendant as an agent, employee, assistant and consultant and that at times relevant, each defendant
28

1 has permitted, consented to, ratified and approved the acts, omissions and representations of each
2 and every other defendant.

3 10. On August 8, 2008, the Decedent Rachel Wiesjahn was a passenger in a vehicle driven by Defendant
4 Christopher Robin Tindall. That vehicle, a 2006 Chevrolet HHR, was traveling southbound on SR-1
5 at a location just south of the entrance to Pfeiffer Big Sur State Park.

6 11. Plaintiffs are informed and believe as follows: Defendant Tindall had been drinking alcoholic
7 beverages prior to the collision, and at the time he was driving the vehicle was determined by police
8 officers to be under the influence. Tindall then left the scene of the accident and turned himself into
9 police approximately 10 hours after the collision.

10 12. Decedent Rachel Wiesjahn exited the vehicle and was at a location south of the vehicle. At that
11 time, a Ford pickup truck driven by Defendant Mark Christopher Hudson, traveling southbound on
12 SR-1 approached and struck the Chevrolet.

13 13. Plaintiffs are informed and believe as follows: Defendant Mark Christopher Hudson had been
14 drinking and was under the influence.

15 14. Plaintiffs are informed and believe that Defendant Pamela Hudson was driving negligently following
16 behind Defendant Mark Christopher Hudson.

17 15. Plaintiffs are informed and believe as follows: After the Ford driven by Defendant Hudson struck the
18 Chevrolet, Defendant's ALLEN DUARTE and MARK CHRISTOPHER HUDSON towed the Ford
19 pickup truck from the scene to a dirt turnout approximately half a mile south of the scene of the
20 collision. Defendant MARK CHRISTOPHER HUDSON also fled the scene of the collision.

21 16. Plaintiffs are informed and believe that Defendant Pamela Hudson, negligently provided aid and,
22 assistance to the decedent at the scene of the accident and failed to summon paramedics in a timely
23 fashion.

24 17. Defendant Chevrolet, General Motors Corporation, Bridgestone/Firestone, Goodyear, and unknown
25 Doe defendants, were the corporation or other entities who designed, manufactured, sold, or
26 otherwise placed into the stream of commerce the Chevrolet HHR vehicle, and the spare tire in use
27 at the time of the accident which is the subject matter of this lawsuit.

28

- 1 18. At the time of the accident, the subject vehicle and tire were being used as intended and in a manner
2 reasonably foreseeable to the manufactures of the respective products.
- 3 19. At the time of the incident in question, the subject vehicle and spare tire was in substantially the
4 same condition as when it was designed, manufactured and sold or distributed. The vehicle and tire
5 were being used in a manner reasonably foreseeable to Defendants. The vehicle and tire were not
6 reasonably safe when being used in a foreseeable manner; but to the contrary were defective, and
7 unreasonably dangerous. The subject vehicle when being used in conjunction with the spare tire
8 were susceptible to a loss of vehicle control, and as such were not suitable for use under normal and
9 foreseeable driving conditions and lacked proper warnings regarding the danger.
- 10 20. The vehicle and tire were defective by design, manufacture, and lack of warnings.
- 11 21. The Chevrolet HHR was defective and unreasonably dangerous in that it was sold with a defective
12 spare tire; it was unreasonably dangerous in that the vehicle was uncontrollable under certain driving
13 conditions and in particular when being used with the spare tire; the vehicle was unstable, and had a
14 high propensity to lose control.
- 15 22. The subject vehicle and/or tire were defective and unreasonably dangerous in their design, and
16 manufacture of component parts including the subject tire.
- 17 23. The subject vehicle and/or tire were unreasonably dangerous and defective and there were safer,
18 reasonable alternative designs available that would have minimized the hazards.
- 19 24. Defendants Chevrolet, General Motors Corporation, Bridgestone/Firestone, Goodyear, and unknown
20 Doe defendants, were negligent or wanton in the design, manufacture, testing, sale, distribution,
21 warnings, and failure to recall the subject vehicle and tire.
- 22 25. Defendants Chevrolet, General Motors Corporation, Bridgestone/Firestone, Goodyear, and unknown
23 Doe defendants, undertook the duty to provide the vehicle and tire that are the subject of this
24 incident without defects, and to recall the subject vehicle and tire as a result of the defects alleged
25 herein.
- 26 26. As a proximate consequence of the defective nature of the vehicle and tire, the vehicle was
27 susceptible to lose control, and during normal use the vehicle and tire that are the subject of this
28 incident went out of control.

1 27. As a proximate consequence of the defects alleged herein, decedent Rachel Wiesjahn was
2 wrongfully killed.

3 28. As a result of the actions of each defendant as set forth above and herein, Rachel Weisjahn died.

4 **FIRST CAUSE OF ACTION**

5 **(Wrongful Death – Against All Defendants)**

6 29. PLAINTIFFS hereby reallege and incorporate each and ever allegation set forth in Paragraphs 1
7 through 28 herein.

8 30. In doing the acts described herein and as set forth above, defendants, and each of them acted
9 negligently, recklessly, carelessly, intentionally, and/or in any other actionable manner, and
10 wrongfully killed the decedent, without lawful excuse and justification.

11 31. Plaintiff alleges the acts of defendants were the legal (proximate) cause of injuries and damages to
12 plaintiffs.

13 32. As a direct and proximate result of defendants' actions, plaintiffs suffered wrongful death damages
14 in an amount to be proven at trial.

15 33. In doing the acts described herein, defendants, CHRISTOPHER ROBIN TINDALL, MARK
16 CHRISTOPHER HUDSON, and ALLEN DUARTE acted intentionally and caused plaintiffs
17 damages and committed felony homicide. As a result defendants are liable for punitive and
18 exemplary damages due to the conscious disregard of the rights of plaintiffs and the decedent.

19
20 **SECOND CAUSE OF ACTION**

21 **SURVIVAL ACTION**

22 **(Against All Defendants)**

23 34. Plaintiffs repeat and re-allege each and every paragraph set forth above as fully as if restated herein.

24 35. As a further proximate result of the negligence, reckless, careless, and/or intentional acts of the
25 defendants, and each of them, as herein alleged, the decedent incurred expenses prior to her death in
26 an amount according to proof.

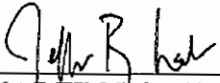
27 36. As a further proximate result of the negligence of the defendants, and each of them, as herein
28 alleged, Decedent incurred a loss of earnings prior to her death in an amount according to proof.

1 WHEREFORE, Plaintiff prays for Judgment against Defendants, as follows:

- 2 1. For general and special damages in an amount as yet unascertained but within the jurisdiction
- 3 of the Superior Court according to proof at time of trial, plus interest thereon at the maximum
- 4 legal rate;
- 5 2. For pre-Judgment interest, as recoverable;
- 6 3. For punitive damages against the individual defendants;
- 7 4. For reasonable attorneys' fees incurred herein and as recoverable;
- 8 5. For statutory damages;
- 9 6. For costs of suit incurred herein; and
- 10 7. For such other and further relief as the Court deems appropriate.

11
12 Dated: April 15, 2009

13 Respectfully Submitted,

14
15 
 16 _____
 17 MARTIN LOUIS STANLEY
 18 JEFFREY ROBBIN LAMB
 19 Attorney for PLAINTIFFS

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2
3 **PROOF OF SERVICE**
4

5 STATE OF CALIFORNIA
6 COUNTY OF LOS ANGELES

7 I, JASON GORN, am employed in the County of Los Angeles, State of California. I am over the
8 age of 18 and not a party to the within entitled action. My business address is 137 Bay Street #2, Santa
9 Monica, CA 90405.

10 On April 15, 2009, I served the foregoing document(s) described as: FIRST AMENDED
11 COMPLAINT on the interested parties in this action by U.S. MAIL and FAX as follows:

12 LAWRENCE E. BIEGEL
13 VICKI SCHERMER-KLEINKOPF
14 THE BIEGEL LAW FIRM
15 2801 Monterey-Salinas Highway, Suite A
16 Monterey, CA 93940
17 FAX: (831)373-3780

18 I am readily familiar with our office's practice for the collection and processing of
19 correspondence and other materials for mailing with the United States Postal Service. On this date, I
20 sealed the envelope containing the above materials and placed the envelope for collection and mailing at
21 the address stated above, following our office's ordinary business practices. The envelope will be
22 deposited with the United States Postal Service on this date, in the ordinary course of business.

23 I declare under penalty of perjury under the laws of the State of California that the above is true
24 and correct. Executed on April 15, 2009, at Santa Monica, California.

25
26
27
28


JASON GORN

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Martin Stanley No. 102413
137 Bay Street #2
Santa Monica, CA 90405
TELEPHONE NO.: 310-399-2555 FAX NO.: 310-399-1190
ATTORNEY FOR (Name): JUDD WIESJAHN & ANNALISA SAND

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY
STREET ADDRESS:
MAILING ADDRESS:
CITY AND ZIP CODE:
BRANCH NAME:

CASE NAME: Crowther v. Sanchez et al. WIESJAHN v TINDALL et al.

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: M95923
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

- 1. Check one box below for the case type that best describes this case:
Auto Tort: Auto (22), Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort: Asbestos (04), Product liability (24), Medical malpractice (45), Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort: Business tort/unfair business practice (07), Civil rights (08), Defamation (13), Fraud (16), Intellectual property (19), Professional negligence (25), Other non-PI/PD/WD tort (35)
Employment: Wrongful termination (36), Other employment (15)
Contract: Breach of contract/warranty (06), Rule 3.740 collections (09), Other collections (09), Insurance coverage (18), Other contract (37)
Real Property: Eminent domain/Inverse condemnation (14), Wrongful eviction (33), Other real property (26)
Unlawful Detainer: Commercial (31), Residential (32), Drugs (38)
Judicial Review: Asset forfeiture (05), Petition re: arbitration award (11), Writ of mandate (02), Other judicial review (39)
Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403): Antitrust/Trade regulation (03), Construction defect (10), Mass tort (40), Securities litigation (28), Environmental/Toxic tort (30), Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment: Enforcement of judgment (20)
Miscellaneous Civil Complaint: RICO (27), Other complaint (not specified above) (42)
Miscellaneous Civil Petition: Partnership and corporate governance (21), Other petition (not specified above) (43)

- 2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. Large number of separately represented parties d. Large number of witnesses
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Two - (1) Wrongful Death (2) Survival Action

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 18, 2008
Martin Stanley

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

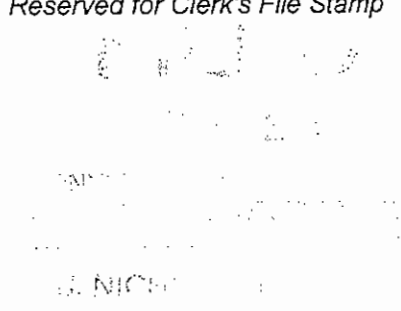
Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY	<i>Reserved for Clerk's File Stamp</i>
Wiesjahn, Judd et al, Plaintiff/Petitioner vs. Tindall, Christopher Robin et al, Defendant/Respondent	
CASE MANAGEMENT NOTICE	Case No. M95923

Case Management Conference Date: June 25, 2009 at 9:00 a.m.

1. NOTICE is hereby given that a CASE MANAGEMENT STATEMENT shall be filed with the Court and served on all parties NO LATER than: 30 days before the above date of the initial CASE MANAGEMENT CONFERENCE.
2. No party may stipulate to extend any of the dates set above.
3. At the CASE MANAGEMENT CONFERENCE, it is expected that trial counsel for each party and each self-represented party shall attend and be fully prepared to participate effectively in the conference.
4. On receipt of the CASE MANAGEMENT STATEMENT and at or before the CASE MANAGEMENT CONFERENCE the Court may make the following orders:
 - a. refer the matter to arbitration, the court-directed mediation program, or other alternative dispute resolution procedures;
 - b. identify the case as one which may be protracted and in need of special attention;
 - c. assign the case to a particular judge for all purposes;
 - d. assign a mandatory settlement conference and trial date;
 - e. make orders establishing discovery schedules and cut-offs, including expert witness disclosure and discovery;
 - f. make appropriate Trial Management Orders; and/or
 - g. make any other orders to achieve the interests of justice and the timely disposition of the case, including the setting of additional Status Conferences.
5. It is the policy of this Court that all complaints and cross-complaints be filed and served, all challenges to the pleadings be heard, and the matter be at-issue no later than 180 days from the filing of the complaint. It is the policy of this Court that all civil matters be resolved in no more than 12 to 24 months of the filing of the complaint.
6. Failure to file the CASE MANAGEMENT STATEMENT, attend the CASE MANAGEMENT CONFERENCE and participate effectively, or comply with any CASE AND TRIAL MANAGEMENT RULES may result in sanction.
7. It is the responsibility of the parties and/or their attorneys to be familiar with the Monterey County Case and Trial Management Policies and Rules and to comply therewith.

BY ORDER OF THE PRESIDING JUDGE

Date: December 19, 2008

By: _____
Deputy Clerk

Alternative Dispute Resolution

OPTIONS FOR RESOLVING YOUR DISPUTE

There Are Alternatives to Going to Trial

Did you know that 95 percent of all civil cases filed in court are resolved without going to trial? Many people use processes other than trial to resolve their disputes. These alternative processes, known as Alternative Dispute Resolution or ADR, are typically less formal and adversarial than trial, and many use a problem-solving approach to help the parties reach agreement.

Advantages of ADR

Here are some potential advantages of using ADR:

- **Save Time:** A dispute often can be settled or decided much sooner with ADR; often in a matter of months, even weeks, while bringing a lawsuit to trial can take a year or more.
- **Save Money:** When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, and expert's fees.
- **Increase Control over the Process and the Outcome:** In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have more opportunity to tell their side of the story than they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR processes, such as arbitration, allow the parties to choose an expert in a particular field to decide the dispute.
- **Preserve Relationships:** ADR can be a less adversarial and hostile way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve.
- **Increase Satisfaction:** In a trial, there is typically a winner and a loser. The loser is not likely to be happy, and even the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their real goals. This, along with all of ADR's other potential advantages, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.
- **Improve Attorney-Client Relationships:** Attorneys may also benefit from ADR by being seen as problem-solvers rather than combatants. Quick, cost-effective, and satisfying resolutions are likely to produce happier clients and thus generate repeat business from clients and referrals of their friends and associates.

Because of these potential advantages, it is worth considering using ADR early in a lawsuit or even before you file a lawsuit.

What Are the ADR Options?

The most commonly used ADR processes are mediation, arbitration, neutral evaluation, and settlement conferences.

Mediation

In mediation, an impartial person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties. The Monterey County Superior Court offers a Court-Directed Mediation Program.

Cases for Which Mediation May Be Appropriate: Mediation may be particularly useful when parties have a relationship they want to preserve. So when family members, neighbors, or business partners have a dispute, mediation may be the ADR process to use.

Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate: Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Arbitration

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed.

Arbitration may be either “binding” or “nonbinding.” *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Generally, there is no right to appeal an arbitrator’s decision in binding arbitration. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator’s decision. The Monterey County Superior Court offers a nonbinding judicial arbitration program.

Cases for Which Arbitration May Be Appropriate: Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate: If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator’s award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Neutral Evaluation

In neutral evaluation, each party gets a chance to present the case to a neutral person called an “evaluator.” The evaluator then gives an opinion on the strengths and weaknesses of each party’s evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator’s opinion is nonbinding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate: Neutral evaluation may be most appropriate in cases in which there are technical issues that require expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate: Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conference

Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or neutral person called a “settlement officer” to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional) _____ EMAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY MAILING ADDRESS: 1200 Aguajito Road CITY AND ZIP CODE: Monterey, CA 93940	
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
Request to Vacate or Continue Initial Case Management Conference and Order	Case Number: _____
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: _____ Time: _____ Dept.: _____ Div.: _____ Room: _____	

▶ IF APPLICABLE, THIS REQUEST AND ORDER MUST BE FILED CONCURRENTLY WITH THE CASE MANAGEMENT STATEMENTS, WHICH ARE DUE NO LATER THAN 30 DAYS BEFORE THE INITIAL CASE MANAGEMENT CONFERENCE.

▶ PER LOCAL RULE 6.08(g), IF THE PARTIES DO NOT RECEIVE A SIGNED COPY OF THE ORDER GRANTING THE REQUEST, THEY MUST ATTEND THE CASE MANAGEMENT CONFERENCE.

Counsel and the parties certify that the initial Case Management Conference should be vacated or continued for the following reasons [circle one]:

1. All parties have appeared and agree to engage in the below ADR program [check ~~an~~ one]:

- | | | | | |
|--|--|--|--|------------|
| <input type="checkbox"/> Court-Directed mediation | <input type="checkbox"/> Private mediation | | | |
| <input type="checkbox"/> Nonbinding judicial arbitration | <input type="checkbox"/> Private arbitration | | | <u>THE</u> |
| <input type="checkbox"/> Other: | | | | |

PARTIES AGREE TO COMPLETE THE ALTERNATIVE DISPUTE RESOLUTION PROGRAM WITHIN 90 DAYS OF THE FILING OF THIS FORM. Further Case Management Conference is requested

2. Case is concluded and judgment or dismissal has been entered as to all parties.
3. Case has settled; dismissal shall be filed on or before _____.
4. Case is at-issue and all parties agree that matter may be set for trial without the necessity of a Case Management Conference.
5. All defendants have not been served and the plaintiff has been granted an extension by the court until _____ to complete service on all defendants. Further Case Management Conference is requested.
6. A defendant has filed bankruptcy; case should be stayed pending the completion of bankruptcy. Plaintiff shall file a Supplemental Case Management Statement within ten (10) days of any action by the debtor or the Bankruptcy Court that would act as a lifting of said stay.
7. Case has been removed to Federal Court. Plaintiff shall file a Supplemental Case Management Statement within ten (10) days of any remand back to Superior Court or of any judgment or dismissal filed in the Federal Court.

Request to Vacate or Continue Initial Case Management Conference and Order

Case Number: _____

- 8. Plaintiff has obtained a default as to all defendants and will perfect the default by entry of court or clerk judgment in timely manner. Further Case Management Conference is requested.
- 9. All defendants have appeared and discovery is proceeding in a timely manner. For reasons set forth in the parties' Case Management Statements, the case should be designated (circle one) Category I, Category II or Category III. Parties anticipate case will be ready to set for trial as of _____ . Further Case Management Conference is requested.
- 10. Other:

_____. Further Case Management Conference is requested.

Counsel for Plaintiff (*print name*)

Signature

Counsel for Plaintiff (*print name*)

Signature

Counsel for Defendant (*print name*)

Signature

Counsel for Defendant (*print name*)

Signature

For additional parties, attach additional signature pages as needed.

Good Cause appearing, **IT IS SO ORDERED** that the Case Management Conference set for _____ is vacated.

Supplemental Case Management Statements shall be filed as set forth in 6 or 7 above.

Receipt of Dismissal is set for _____.

Further Case Management Conference is set for _____
Parties shall file Case Management Statements prior to said hearing per Local Rule 6.08(e).

PLAINTIFF MUST SERVE A COPY OF THIS ORDER ON ALL PARTIES.

Dated: _____

Judge of the Superior Court

EXHIBIT B

EXHIBIT C

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Vickie E. Turner (106431) Christian S. Scott (200218) WILSON PETTY KOSMO & TURNER LLP 550 West C Street, Ste. 1050 San Diego, CA 92101 TELEPHONE NO.: (619) 236-9600 FAX NO. (Optional): (619) 236-9669 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Defendant General Motors Corporation	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY STREET ADDRESS: 1200 Aguajito Road MAILING ADDRESS: CITY AND ZIP CODE: Monterey, CA 93940 BRANCH NAME:	
PLAINTIFF/PETITIONER: JUDD WIESJAHN, et al. DEFENDANT/RESPONDENT: CHRISTOPHER ROBIN TINDALL, et al.	
NOTICE OF STAY OF PROCEEDINGS	CASE NUMBER: M95923 JUDGE: DEPT.:

To the court and to all parties:

1. Declarant (name): Vickie E. Turner

- a. is the party the attorney for the party who requested or caused the stay.
- b. is the plaintiff or petitioner the attorney for the plaintiff or petitioner. The party who requested the stay has not appeared in this case or is not subject to the jurisdiction of this court.

2. This case is stayed as follows:

- a. With regard to all parties.
- b. With regard to the following parties (specify by name and party designation): Defendant General Motors Corporation

3. Reason for the stay:

- a. Automatic stay caused by a filing in another court. (Attach a copy of the Notice of Commencement of Case, the bankruptcy petition, or other document showing that the stay is in effect, and showing the court, case number, debtor, and petitioners.)
- b. Order of a federal court or of a higher California court. (Attach a copy of the court order.)
- c. Contractual arbitration under Code of Civil Procedure section 1281.4. (Attach a copy of the order directing arbitration.)
- d. Arbitration of attorney fees and costs under Business and Professions Code section 6201. (Attach a copy of the client's request for arbitration showing filing and service.)
- e. Other:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: June 9, 2009

Vickie E. Turner
 (TYPE OR PRINT NAME OF DECLARANT)

▶ 
 (SIGNATURE)

1 WILSON PETTY KOSMO & TURNER LLP
VICKIE E. TURNER (106431)
2 CHRISTIAN S. SCOTT (200218)
550 West C Street, Suite 1050
3 San Diego, California 92101
Telephone: (619) 236-9600
4 Facsimile: (619) 236-9669

5 Attorneys for Defendants
GENERAL MOTORS CORPORATION

6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF MONTEREY**

10
11 JUDD WIESJAHN, ANNALISA SAND,

Case No. M95923

12 Plaintiffs,

DECLARATION OF SERVICE

13 v.

14 CHRISTOPHER ROBIN TINDALL, WILLIAM
F. SIMMONS, MARK CHRISTOPHER
15 HUDSON, PAMELA CAROL HUDSON,
ALLEN DUARTE, and DOES 1 through 100,
16 inclusive,

17 Defendants.

18
19 I, the undersigned, declare as follows:

20 I am employed with the law firm of WILSON PETTY KOSMO & TURNER LLP, whose
address is 550 West C Street, Suite 1050, San Diego, California 92101. I am readily familiar with
21 the business practices of this office for collection and processing of correspondence for mailing with
the United States Postal Service; I am over the age of eighteen and I am not a party to this action.
22

23 On June 9, 2009, I served the following documents, bearing the titles:

24 **NOTICE OF STAY OF PROCEEDINGS**
25
26
27
28

1 [X] by placing [] the original [X] a true copy thereof enclosed in a sealed envelope(s) addressed
as follows:

2
3 Martin Louis Stanley, Esq.
4 Law Office of Martin Stanley
5 137 Bay Street #2
6 Santa Monica, CA 90405
7 (310) 399-2555
8 Fax (310) 399-1190
9 (Attorneys for Plaintiffs)

10 [X] (By **MAIL SERVICE**) I placed such envelopes for collection and mailing on this date
11 following ordinary business practices.

12 [] (By **PERSONAL SERVICE**) I delivered such envelope by hand to the office of the
13 addressee.

14 [] (By **FACSIMILE**) I transmitted the documents by facsimile machine, pursuant to California
15 Rules of Court, Rule 2006. The facsimile machine I used complied with Rule 2003 and no
16 error was reported by the machine. Pursuant to Rule 2006, I caused the machine to print a
17 transmission record of the transmission, a copy of which is attached to this declaration.

18 [] (By **FEDERAL EXPRESS – NEXT DAY DELIVERY**) I caused to be delivered such
19 envelope by hand to the office of the addressee.

20 [X] (State) I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct.

22 [] (Federal) I declare that I am employed by the office of a member of the bar of this court at
23 whose direction the service was made.

24 Executed on June 9, 2009 at San Diego, California.

25
26 
27 _____
28 SUSAN LANTER

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

Voluntary Petition

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

<p>Type of Debtor (Form of Organization) (Check one box.)</p> <p><input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i></p> <p><input checked="" type="checkbox"/> Corporation (includes LLC and LLP)</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)</p>	<p>Nature of Business (Check one box.)</p> <p><input type="checkbox"/> Health Care Business</p> <p><input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B)</p> <p><input type="checkbox"/> Railroad</p> <p><input type="checkbox"/> Stockbroker</p> <p><input type="checkbox"/> Commodity Broker</p> <p><input type="checkbox"/> Clearing Bank</p> <p><input checked="" type="checkbox"/> Other</p> <p>Automotive Manufacturing</p> <p>Tax-Exempt Entity (Check box, if applicable.)</p> <p><input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).</p>	<p>Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box)</p> <p><input type="checkbox"/> Chapter 7</p> <p><input type="checkbox"/> Chapter 9</p> <p><input checked="" type="checkbox"/> Chapter 11</p> <p><input type="checkbox"/> Chapter 12</p> <p><input type="checkbox"/> Chapter 13</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding</p> <hr/> <p>Nature of Debts (Check one box)</p> <p><input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."</p> <p><input checked="" type="checkbox"/> Debts are primarily business debts.</p> <hr/> <p>Chapter 11 Debtors</p> <p>Check one box:</p> <p><input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).</p> <p><input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).</p> <p>Check if:</p> <p><input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000.</p> <hr/> <p>Check all applicable boxes:</p> <p><input type="checkbox"/> A plan is being filed with this petition.</p> <p><input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(B).</p>
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<p>Statistical/Administrative Information</p> <p><input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.</p> <p><input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.</p> <p>Estimated Number of Creditors (on a Consolidated Basis)</p> <p><input type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input checked="" type="checkbox"/> Over 100,000</p> <p>Estimated Assets (on a Consolidated Basis)</p> <p><input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input checked="" type="checkbox"/> More than \$1 billion</p> <p>Estimated Liabilities (on a Consolidated Basis)</p> <p><input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input checked="" type="checkbox"/> More than \$1 billion</p>	<p>THIS SPACE IS FOR COURT USE ONLY</p>
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Voluntary Petition
(This page must be completed and filed in every case)

Name of Debtor(s):
GENERAL MOTORS CORPORATION

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
 [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
 [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
 Signature of Debtor

X _____
 Signature of Joint Debtor

 Telephone Number (if not represented by attorney)

 Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
 (Signature of Foreign Representative)

 (Printed Name of Foreign Representative)

 Date

Signature of Attorney*

X /s/ Stephen Karotkin
 Signature of Attorney for Debtor(s)

Stephen Karotkin
 Printed Name of Attorney for Debtor(s)

Weil, Gotshal & Manges LLP
 Firm Name

767 Fifth Avenue
 Address

New York, New York 10153

(212) 310-8000
 Telephone Number

June 1, 2009

* In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(b) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19B is attached.

 Printed Name and title, if any, of Bankruptcy Petition Preparer

 Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

 Address

X _____
 Date

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.
 The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Frederick A. Henderson
 Signature of Authorized Individual

Frederick A. Henderson
 Printed Name of Authorized Individual

President and Chief Executive Officer
 Title of Authorized Individual

June 1, 2009
 Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Schedule 1

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

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

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

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

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

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

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

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

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

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

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

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim [if secured also state value of security]
<p>4. International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers – Communications Workers of America (IUE-CWA)</p> <p>3461 Office Park Drive Kettering, OH 45439 United States</p>	<p>Attn: Mr. James Clark</p> <p>Phone: (937) 294-9764 Fax: (937) 298-633</p> <p>2701 Dryden Road Dayton, OH 45439 United States</p>	Employee Obligations		\$2,668,600,000 ⁴
<p>5. Bank of New York Mellon</p> <p>One Wall Street New York, NY 10286 United States</p>	<p>Attn: Gregory Kinder</p> <p>Phone: (212) 815-2576 Fax: (212) 815-5595</p> <p>Global Corporate Trust, 101 Barclay, 7W New York, NY 10286 United States</p>	Bond Debt		\$175,976,800
<p>6. Starcom Mediavest Group, Inc.</p> <p>35 W. Wacker Drive Chicago, IL 60601 United States</p>	<p>Attn: Laura Desmond</p> <p>Phone: (312) 220-3550 Fax: (312) 220-6530</p> <p>35 W. Wacker Drive Chicago, IL 60601 United States</p>	Trade Debt		\$121,543,017
<p>7. Delphi Corp.</p> <p>5725 Delphi Drive Troy, MI 48098 United States</p>	<p>Attn: Rodney O'Neal</p> <p>Phone: (248) 813-2557 Fax: (248) 813-2560</p> <p>5725 Delphi Drive Troy, MI 48098 United States</p>	Trade Debt		\$110,876,324

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

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

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

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

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

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

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

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

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

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

DECLARATION UNDER PENALTY OF PERJURY:

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

Dated: June 1, 2009

/s/ Frederick A. Henderson
Signature

NAME: Frederick A. Henderson

TITLE: President and Chief Executive Officer

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

EXHIBIT "A" TO VOLUNTARY PETITION

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

a. Total assets on a consolidated basis: \$82,290,000.000

b. Total debts on a consolidated basis (including debts listed in 2.c., below): \$172,810,000.000

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

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

¹ Issued pursuant to Senior Indenture, dated as of December 7, 1995.
² Issued pursuant to Senior Indenture, dated as of July 3, 2003.
³ Issued pursuant to Senior Indenture, dated as of November 15, 1990.

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

APPROVAL OF BANKRUPTCY FILING, 363 SALE AND RELATED MATTERS

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

COMMENCEMENT OF BANKRUPTCY CASES

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

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

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

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

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

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

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

EXECUTION OF MASTER SALE AND PURCHASE AGREEMENT

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

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

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

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

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

EXECUTION OF LOAN FACILITIES – U.S. AND CANADA

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

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

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

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

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

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

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

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

GENERAL AUTHORIZATION AND RATIFICATION

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

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

* * * * *

EXHIBIT D

Motors Liquidation Company

Case Number: 09-50026

Exhibit F-6

Product Liability Litigation

<u>Creditor Name</u>	<u>Address</u>	<u>City, State & Zip</u>	<u>C</u>	<u>U</u>	<u>D</u>	<u>Total Claim Amount</u>
WIDNER, PATRICK	STATE FARM P.O. BOX 221	DUPONT,WA,98327	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WIED, DAVID	CHILDRESS & ZDEB 515 NORTH STATE STREET - SUITE 2200	CHICAGO,IL,60610	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WIED, SHERRY	CHILDRESS & ZDEB 515 NORTH STATE STREET - SUITE 2200	CHICAGO,IL,60610	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WIED, WILLIAM	CHILDRESS & ZDEB 515 NORTH STATE STREET - SUITE 2200	CHICAGO,IL,60610	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WIED, WILLIAM	LEWIS & ROBERTS 400 SOUTH TRYON STREET - SUITE 1500	CHARLOTTE,NC,28285	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WIENS, TARA	1031 RAINBOW CT	BUHLER,KS,67522-8076	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WIER, JEANNETTE	610 MAPLE PARK DR	MENDOTA HEIGHTS,MN,55118-1839	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WIERZBICKI, CONNIE	PO BOX 250	TWENTYNINE PALMS,CA,92277	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WIESJAHN, JUDD	STANLEY MARTIN LAW OFFICE OF 137 BAY STREET #2	SANTA MONICA,CA,90405	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WIESJAHN, RACHEL	STANLEY MARTIN LAW OFFICE OF 137 BAY STREET #2	SANTA MONICA,CA,90405	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WIGER, MELISSA	410 MOREN ROAD	LONDON,KY,40741-2703	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WIGGINTON, OPIE M	AIG 6675 COPORATE CENTER PKWY STE 320	JACKSONVILLE,FL,32247	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WIGGINTON, RACHEL	JEANSONNE & REMONDET 200 WEST CONGRESS STREET SUITE 1100	LAFAYETTE,LA,70509	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WILCOX, CHANCE WAYNE	ROBERT AMMONS 3700 MONTROSE BLVD	HOUSTON,TX,77006	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WILCOX, CHRISTINE	P.O. BOX 225	PINE GROVE,WV,26419-0225	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WILDERNESS, TERRY	PO BOX 290	LILBURN,MO,63862	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WILDS, JOHN	5631 AHONI ST	DIAMONHEAD,MS,39525335 4	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WILHELM, EARL	GUNTER, LEE 58 NORTH CHICAGO STREET SUITE 303	JOLIET,IL,60432	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WILHITE, JEFFREY	1141 HARTSWELL DR.	EVANSVILLE,IN,47725	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WILK, DANIEL	12800 S MARQUETTE AVE	CHICAGO,IL,60633 1746	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WILKERSON, GINA	STATE FARM INSURANCE PO BOX 3649	TULSA,OK,74101	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WILKERSON, KAREN	PO BOX 318	DE LEON,TX,76444-0485	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WILKINS, BARBARA	STATE FARM 2500 MEMORIAL BLVD. PO BOX 20707	MURFREESBORO,TN,371310 001	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
WILL, CHARLES	6522 SUNHIGH	PORT RICHIE,FL,34655	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED

EXHIBIT E

Motors Liquidation Company

Case Number: 09-50026

Exhibit F-6

Product Liability Litigation

<u>Creditor Name</u>	<u>Address</u>	<u>City, State & Zip</u>	<u>C</u>	<u>U</u>	<u>D</u>	<u>Total Claim Amount</u>
SANCHEZ, JUAN JOSE HUMBERTO	SICO WHITE & BRAUGH LLP 225 SOUTH LAKE AVENUE SUITE 300	PASADENA,CA,91101	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANCHEZ, SANDRA	4066 HIGH STREET	ECORSE,MI,48229	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANCHEZ, SANDRA	SICO WHITE & BRAUGH LLP 225 SOUTH LAKE AVENUE SUITE 300	PASADENA,CA,91101	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SAND, ANNALISA	STANLEY MARTIN LAW OFFICE OF 137 BAY STREET #2	SANTA MONICA,CA,90405	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANDELL, DIANNE	104 N CHERRY AVE	POLO,IL,610641402	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANDERS, GENEKA	1442 SOUTH CENTRAL AVE	CICERO,IL,60804	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANDERS, LARRY	4202 SOUTH MAPLE DRIVE	SAND SPRING,OK,74063	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANDERS, MARY	721 BRASSFIELD RD	PONOTOC,MS,38863	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANDERS, TZENA	1216 GINSBERG DRIVE	DAYTONA BEACH,FLORIDA,32114	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANDERS, WANDA	610 CLAY STREET	MARION,AL,36756	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANDERS, WAYNE	377 FM 2149 E	NEW BOSTON,TX,755707206	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANDOVAL, ELIZABETH PADILLA	LANGDON AND EMISON THE EAGLE BUILDING, PO BOX 220, 911 MAIN STREET	LEXINGTON,MO,64067	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANDOVAL, JENNIFER	PO BOX 755	CUBA,NM,87013-0755	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANDOVAL, JOSE	5357 JACKSON AVE	HANFORD,CA,93230-9359	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANDOVAL, VALARIE	WATTS LAW FIRM 111 CONGRESS AVENUE SUITE 1000	AUSTIN,TX,78701	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANDWEISS, LANA	BARTIMUS FRICKLETON ROBERTSON & OBETZ 11150 OVERBROOK ROAD - SUITE 200	LEAWOOD,KS,66211	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANFORD, TIM	6410 QUINCY DR	VERONA,PA,151472531	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANSONETTI, DANIELLE	85 ADMIRAL DEWEY AVENUE	PITTSBURGH,PA,15205	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANSPREE, PATRICIA	1770 CALDWELL LN	FOLEY,AL,36535	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANTAGATA, MICHAEL	337 COWESETT AVE	WEST WARWICK,RI,02893- 2245	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANTORO, FRANK	DEARIE & ASSOCIATES JOHN C 515 MADISON AVENUE - SUITE 1118	NEW YORK,NY,10022	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANTORO, FRANK	DURST LAW FIRM PC 319 BROADWAY	NEW YORK,NY,10007	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANTORO, MARY	DURST LAW FIRM PC 319 BROADWAY	NEW YORK,NY,10007	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SANTORO, SHAWN	482 ELLIS STREET	NEW BRITAIN,CT,06051	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SARG, TYLER	LAMARCA & LANDRY PC 1820 NW 118TH STREET SUITE 200	DES MOINES,IA,50325	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED

EXHIBIT F

HEARING DATE AND TIME: October 21, 2010 at 9:45 a.m. (Eastern Time)

OBJECTION DEADLINE: October 14, 2010 at 4:00 p.m. (Eastern Time)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

_____ X
:
In re : Chapter 11 Case No.
:
:
MOTORS LIQUIDATION COMPANY, *et al.*, : 09-50026 (REG)
:
f/k/a General Motors Corp., *et al.* :
:
Debtors. : (Jointly Administered)
:
_____ X

**NOTICE OF HEARING TO CONSIDER APPROVAL
OF DEBTORS' PROPOSED DISCLOSURE STATEMENT
WITH RESPECT TO DEBTORS' JOINT CHAPTER 11 PLAN**

**TO: ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS SET FORTH
BELOW:**

Name of Debtor	Case Number	Tax Identification Number	Other Names Used by Debtors in the Past 8 Years
Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026	38-0572515	General Motors Corporation GMC Truck Division NAO Fleet Operations GM Corporation GM Corporation-GM Auction Department National Car Rental National Car Sales Automotive Market Research
MLCS, LLC (f/k/a Saturn, LLC)	09-50027	38-2577506	Saturn, LLC Saturn Corporation Saturn Motor Car Corporation GM Saturn Corporation Saturn Corporation of Delaware
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028	38-2755764	Saturn Distribution Corporation
MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)	09-13558	20-1426707	Chevrolet-Saturn of Harlem, Inc.
Remediation and Liability Management Company, Inc.	09-50029	38-2529430	Uptown Land Development Corporation
Environmental Corporate Remediation Company, Inc.	09-50030	41-1650789	GM National Hawaii, Inc. NCRS Hawaii, Inc.

PLEASE TAKE NOTICE that on August 31, 2010, Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors set forth above (collectively, the “**Debtors**”), filed the Debtors’ Joint Chapter 11 Plan, dated August 31, 2010 (as it may be amended, the “**Plan**”) [Docket No. 6829], and the proposed Disclosure Statement for the Debtors’ Joint Chapter 11 Plan, dated August 31, 2010 (as it may be amended, the “**Disclosure Statement**”) [Docket No. 6830], pursuant to section 1125 of title 11 of the United States Code (the “**Bankruptcy Code**”).

PLEASE TAKE FURTHER NOTICE that:

1. A hearing (the “**Hearing**”) will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, on **October 21, 2010 at 9:45 a.m. (Eastern Time)** in Room 621 of the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408, or as soon thereafter as counsel can be heard, to consider the entry of an order, among other things, finding that the Disclosure Statement contains “adequate information” within the meaning of section 1125 of the Bankruptcy Code and approving the Disclosure Statement.

2. The Disclosure Statement and Plan are on file with the Clerk of the Bankruptcy Court (the “**Clerk**”) and may be examined by interested parties on the Court’s electronic docket for the Debtors’ chapter 11 cases, which is posted on the Internet at www.motorsliquidation.com and www.nysb.uscourts.gov (a PACER login and password are required to access documents on the Court’s website and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov). Copies of the Disclosure Statement and Plan may also be examined by interested parties between the hours of 9:00 a.m. and 4:30 p.m. (Eastern Time) at the office of the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 511, New York, New York 10004. Copies of the Disclosure Statement and Plan may also be obtained by written request to the Debtors’ voting agent at the address set forth below:

If by overnight or hand delivery: The Garden City Group, Inc. 5151 Blazer Parkway, Suite A Dublin, OH 43017 Attn: Motors Liquidation Company Balloting Center	If by standard mailing: The Garden City Group, Inc. P.O. Box 9386 Dublin, OH 43017-4286 Attn: Motors Liquidation Company Balloting Center
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3. Responses and objections, if any, to the approval of the Disclosure Statement or any of the other relief sought by the Debtors in connection with approval of the Disclosure Statement, must (i) be in writing, (ii) state the name and address of the objecting or responding party and the amount and nature of the claim or interest of such party, (iii) state with particularity the basis and nature of any objection or response and include, where appropriate, proposed language to be incorporated into the Disclosure Statement to resolve any such objection or response, (iv) conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, (v) be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court’s filing system, and (b) by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), in accordance with General Order M-399, and (vi) served in accordance with General Order M-399 so as to be actually received **on or before 4:00 p.m. (Eastern Time) on October 14, 2010** on the following parties (a) the Clerk of the Bankruptcy Court, One Bowling Green, New York, New York 10004-1408; (b) attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller,

Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (c) the Debtors, c/o Motors Liquidation Company, 500 Renaissance Center, Suite 1400, Detroit, Michigan 48243 (Attn: Ted Stenger); (d) General Motors, LLC, 400 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (e) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (f) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, DC 20220 (Attn: Joseph Samarias, Esq.); (g) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (h) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Thomas Moers Mayer, Esq., Robert Schmidt, Esq., Lauren Macksoud, Esq., and Jennifer Sharret, Esq.); (i) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy H. Davis, Esq.); (j) the U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Natalie Kuehler, Esq.); (k) Caplin & Drysdale, Chartered, attorneys for the official committee of unsecured creditors holding asbestos-related claims, 375 Park Avenue, 35th Floor, New York, New York 10152-3500 (Attn: Elihu Inselbuch, Esq. and Rita C. Tobin, Esq.) and One Thomas Circle, N.W., Suite 1100, Washington, DC 20005 (Attn: Trevor W. Swett III, Esq. and Kevin C. Maclay, Esq.); and (l) Stutzman, Bromberg, Esserman & Plifka, A Professional Corporation, attorneys for Dean M. Trafelet in his capacity as the legal representative for future asbestos personal injury claimants, 2323 Bryan Street, Suite 2200, Dallas, Texas 75201 (Attn: Sander L. Esserman, Esq. and Robert T. Brousseau, Esq.).

4. IF ANY OBJECTION TO THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE ADEQUACY OF THE DISCLOSURE STATEMENT AND MAY NOT BE HEARD AT THE HEARING.

5. Upon approval of the Disclosure Statement by the Bankruptcy Court, holders of claims against the Debtors who are entitled to vote on the Plan will receive a copy of the Disclosure Statement, the Plan, and various documents related thereto, unless otherwise ordered by the Bankruptcy Court.

6. The Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by an announcement in Bankruptcy Court of such adjournment on the date scheduled for the Hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court.

Dated: New York, New York September 3, 2010	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
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EXHIBIT G

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):
Motors Liquidation Company (f/k/a General Motors Corporation)
MLCS, LLC (f/k/a Saturn, LLC)
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)
MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)

Case No.
09-50026 (REG)
09-50027 (REG)
09-50028 (REG)
09-13558 (REG)

Your Claim is Scheduled As Follows:

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): ANNALISA SAND

Name and address where notices should be sent:
ANNALISA SAND
C/O MARTIN STANLEY
137 BAY STREET
UNIT 2
SANTA MONICA CA 90405

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: M95923 (if known)

Filed on: 12/19/08

Telephone number: (310) 399-2555
Email Address:

Name and address where payment should be sent (if different from above):

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

Telephone number:

1. Amount of Claim as of Date Case Filed, June 1, 2009:

\$ Undetermined

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: wrongful death / survival action
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor:

3a. Debtor may have scheduled account as:
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Equipment Other

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$

Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain in an attachment.

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2))
Other - Specify applicable paragraph of 11 U.S.C. § 507(a)().
Amount entitled to priority:

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date: 12/19/08

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

c/o Annalisa Sand

FOR COURT USE ONLY

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent, The Garden City Group, Inc., are not authorized and are not providing you with any legal advice.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, P.O. BOX 9386, DUBLIN, OH 43017-4286. **IF BY HAND OR OVERNIGHT COURIER:** THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. PROOFS OF CLAIM MAY ALSO BE HAND DELIVERED TO: THE UNITED STATES BANKRUPTCY COURT, SDNY, ONE BOWLING GREEN, ROOM 534, NEW YORK, NEW YORK 10004. **ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**

THE GENERAL AND GOVERNMENTAL BAR DATE IS NOVEMBER 30, 2009 AT 5:00 P.M. (PREVAILING EASTERN TIME)

Court, Name of Debtor, and Case Number:

These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009. You should select the debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases (See DEFINITIONS, below). Attach documentation supporting such claim.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

The Debtors in these Chapter 11 cases are:

Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026 (REG)
MLCS, LLC (f/k/a Saturn, LLC)	09-50027 (REG)
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028 (REG)
MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)	09-13558 (REG)

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc. as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's

tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a self-addressed, stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Additional Information

If you have any questions with respect to this claim form, please contact Alix Partners at 1 (800) 414-9607 or by e-mail at claims@motorsliquidation.com.

INFORMATION

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):

- Motors Liquidation Company (f/k/a General Motors Corporation)
 MLCS, LLC (f/k/a Saturn, LLC)
 MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)
 MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)

Case No.

09-50026 (REG)
 09-50027 (REG)
 09-50028 (REG)
 09-13558 (REG)

Your Claim is Scheduled As Follows:

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): JUDD WIESJAHN

Name and address where notices should be sent:

JUDD WIESJAHN
 C/O MARTIN STANLEY
 137 BAY STREET
 UNIT 2
 SANTA MONICA CA 90405

- Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: M95923
(If known)

Filed on: 12/19/08

Telephone number: (310) 399-2555

Email Address:

Name and address where payment should be sent (if different from above):

- Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

- Check this box if you are the debtor or trustee in this case.

Telephone number:

1. Amount of Claim as of Date Case Filed, June 1, 2009:

\$ Undetermined

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.

- Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: wrongful death / survival action
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Equipment Other
Describe:

Value of Property: \$ _____ Annual Interest Rate: _____ %

Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____

Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain in an attachment.

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
 Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
 Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
 Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
 Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
 Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)).
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).
 Amount entitled to priority:

\$ _____
 *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date: 12/19/10

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

c/o Judd Wiesjahn

FOR COURT USE ONLY

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent, The Garden City Group, Inc., are not authorized and are not providing you with any legal advice.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, P.O. BOX 9386, DUBLIN, OH 43017-4286. **IF BY HAND OR OVERNIGHT COURIER:** THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. PROOFS OF CLAIM MAY ALSO BE HAND DELIVERED TO: THE UNITED STATES BANKRUPTCY COURT, SDNY, ONE BOWLING GREEN, ROOM 534, NEW YORK, NEW YORK 10004. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL AND GOVERNMENTAL BAR DATE IS NOVEMBER 30, 2009 AT 5:00 P.M. (PREVAILING EASTERN TIME)

Court, Name of Debtor, and Case Number:

These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009. You should select the debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases (See DEFINITIONS, below). Attach documentation supporting such claim.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

The Debtors in these Chapter 11 cases are:

Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026 (REG)
MLCS, LLC (f/k/a Saturn, LLC)	09-50027 (REG)
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028 (REG)
MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)	09-13558 (REG)

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc. as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's

tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a self-addressed, stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Additional Information

If you have any questions with respect to this claim form, please contact Alix Partners at 1 (800) 414-9607 or by e-mail at claims@motorsliquidation.com.

INFORMATION