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*Attorneys for Sandra Slaymaker, Personal Representative
of the Estate of Laurence Slaymaker, Deceased*

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

IN RE:	§	
	§	Chapter 11 Case No.
	§	
MOTORS LIQUIDATION CO., et al.,	§	Case No. 09-50026 (REG)
f/k/a General Motors Corp., et al.,	§	
	§	(Jointly Administered)
Debtors.	§	
	§	Hearing: February 3, 2011 @ 9:45 a.m. (ET)

**RESPONSE OF SANDRA SLAYMAKER TO DEBTOR'S
111th OMNIBUS OBJECTION TO CLAIMS AND MOTION
REQUESTING ENFORCEMENT OF BAR DATE ORDERS**

COMES NOW Respondent, **SANDRA SLAYMAKER**, as **personal representative of the Estate of LAURENCE SLAYMAKER, Deceased** (hereafter, "Respondent"), who files this her Response to the 111th Omnibus Objection of **MOTORS LIQUIDATION CO., et al. f/k/a General Motors Corporation, et al.**, ("Debtors") to Claims - - including Respondent's Proof of Claim, Claim No. 69696 (hereafter, "the Claim"), and in support of allowance of the Claim as timely, would show as follows:

Jurisdiction

1. This Court has jurisdiction over this matter in accordance with 11 U.S.C. §§101, and 28 U.S.C. §§157, 1334 and 2075. Determination of whether or not this proof of claim is

timely is a “core” proceeding as defined under 28 U.S.C. §157(b)(2)(B), without waiver of the rights of Respondent under 28 U.S.C. §§157(b)(2)(B) and (O), (b)(5) and 1411.

Background Facts Relative to the Claim

2. On October 20, 2007, Laurence Slaymaker was killed when, while working underneath his 2002 GMC Sierra 2500HD pickup truck to remove accumulated brush from the undercarriage of the vehicle, the transmission and parking brake - - both allegedly defective - - simultaneously failed, causing the vehicle to roll over his torso and inflicting mortal injuries.

3. On January 30, 2009, Respondent, acting on her own behalf, on behalf of Laurence Slaymaker, and on behalf of his heirs, filed a wrongful death and survival lawsuit against Debtor and others in state court in Carbon County, Wyoming. Richard R. Jamieson, Jamieson & Robinson, LLC of Caspar, Wyoming was lead attorney for Respondent, and James L. Mitchell of Dallas, Texas appeared therein as co-counsel; neither Respondent’s Texas nor Wyoming counsel is a practicing bankruptcy lawyer or has a bankruptcy attorney in their firm.

4. On or about June 1, 2009, Debtors initiated this case with the filing of their voluntary petition under Chapter 11 of the United States Bankruptcy Code. Debtors were aware of this lawsuit, and the role of lead counsel therein. According to Debtors’ Schedule F-6 for “Product Liability Litigation”, at page 201, a true and correct copy of which is attached hereto as **Exhibit “A”**, Debtors listed the claim of Respondent twice - - once under “Slaymaker, Laurence, Richard Jamison [sic],” and once under Slaymaker, Sandra, Jamieson & Robinson, LLC” - - both at the address of Respondent’s Wyoming counsel.

5. Subsequently, on June 3, 2009, Debtors received and thereafter served the Notice of Meeting of Creditors, a true and correct copy of which is attached hereto as **Exhibit “B”**. This

notice specifically states, as relates to deadlines for filing proofs of claim, that “Notice of deadline will be sent at a later time.” Since then, Wyoming counsel for Respondent was receiving notices and pleadings from the bankruptcy case, and forwarding them to Respondent’s Texas counsel.

6. On September 16, 2009, this Court entered the “Notice of Deadlines for Filing Proofs of Claim” (“the Notice”), establishing a bar date of November 30, 2009, less than three months away, for the filing of proofs of claim. According to the Affidavit of Service [Docket No. 4238], a true and correct copy of which (without exhibits) is attached hereto as *Exhibit “C”*, Barbara Kelley Keane of the Garden City Group, Inc., Debtors’ claims agent, alleges that it served the Notice between September 24 and September 26, 2009. Apart from the non-specific date of service, this left only two months for recipients of the Notice to timely file if they had not already done so.

7. According to *Exhibit “D”*, a true and correct copy of the page from the exhibits to the affidavit of service identifying the manner and address for service of the Notice on Respondent, though the address to which the Notice was alleged to have been sent was admittedly the address for Respondent’s Wyoming counsel, unlike the address referencing Respondent’s Wyoming counsel in Exhibit A, *the Notice was not addressed to Respondent’s Wyoming (or Texas) counsel*. Instead, the Notice was sent only to Respondent, but at her Wyoming counsel’s address. Inexplicably, Respondent’s Wyoming counsel was omitted from the address information. Assuming this was the manner in which the Notice was served, service on Respondent at her counsel’s address was the Debtors’ sole attempt to serve Respondent or her counsel with the Notice at any address.¹

¹ A thorough search of the relevant service lists found within the 32 exhibits to the Affidavit of Service, each of which (save one) contained 900 pages, revealed that there was no separate attempt to serve any counsel for Respondent, at their known addresses, including the

8. Equally inexplicable was the fact that Respondent's Wyoming counsel *was* being sent and receiving various notices and pleadings from Garden City Group prior to, and after, the purported mailing of the Notice. Among other things, Respondent's Wyoming counsel received the notice of the meeting of creditors and a notice of hearing on a motion to sell substantially all of the Debtors' assets to Vehicle Acquisition Holdings, LLC on or around June 10, 2009, a notice of hearing regarding Debtors' disclosure statement on or around October 5, 2010 (at around the same time), and on or around December 27, 2010, notice of the approval of the disclosure statement and confirmation hearing (and separately, notice of the administrative claims bar date). As evidenced by the Affidavits of Linda Miner and Richard R. Jamieson, which are attached hereto as Exhibits "E" and "F" respectively, and the Affidavit of Stan Boler, Legal Assistant to James L. Mitchell which is attached hereto as Exhibit "G", at no time did any of Respondent's counsel receive, or have actual knowledge of, the Notice. Moreover, these other notices that were received *were* sent to both Respondent's Wyoming counsel and to Respondent.

9. In and around late December, 2009, counsel for Respondent began to become concerned that they had not seen any claims notices related to the Debtors' bankruptcy, and in checking on line information regarding the bankruptcy, first discovered in late December, 2009 that there was a passed bar date of which they had received no prior notice.

10. Accordingly, on December 30, 2009, a mere 30 days after the bar date and well before any serious threat of plan confirmation, Respondent's Dallas counsel promptly sent for filing Respondent's Claim, which was apparently recorded by Garden City Group on the Claims Register has having been received on January 4, 2010. With it, Stan Boler, an employee of

following iterations: "Richard Jamison [sic]," "Richard Jamieson," "Richard R. Jamieson," "Jamison, Richard," "Jamieson, Richard," "Jamieson & Robinson," Mitchell, James L.," "Mitchell, James," "James Mitchell," or "James L. Mitchell."

Respondent's Dallas counsel, sent a letter specifically addressing the lateness of the claim and the absence of notice of the bar date or the Notice in which it was otherwise announced. He said:

The purpose of this letter is to advise you and the Court that said Notice of Claim was filed after the Bar Date because neither Ms. Slaymaker nor this firm received notice of the Bar Date. Accordingly, we would respectfully request that the Court grant an exception and allow the filing of Ms. Slaymaker's Notice of Claim.

True and correct copies of the Claim filed by counsel, and of the accompanying letter referenced above, are attached hereto and incorporated herein as *Exhibits "H" and "I"* respectively.

11. Respondent's counsel was diligent in attempting to be and remain aware of the relevant dates and deadlines so as to get her claim timely filed, and the moment they discovered that they had received no notice of the bar date, they responded with diligence and speed to get the claim filed.

12. Even so, the Debtors waited until after December 20, 2010, almost one year after the Claim was filed, and after counsel for Respondent had contacted Joseph Smolinsky to request that the Claim be submitted for possible resolution under the ADR Procedures previously adopted by this Court, to object to the Claim in their 111th Omnibus Objection to Claims ("the Objections").

13. In their Objections, the Debtors generally aver that they will be prejudiced by the possible allowance of the claims to which they objected. However, as of the preparation of this Response, Debtors still have not confirmed a plan, and are aware that Respondent plans to contest the disallowance of her Claim. Nevertheless, the Debtors have been aware of the existence of this claim - - the subject of pre-bankruptcy litigation - - since the inception of this case, and of the Claim itself (and of the Respondents' contention of the failure to receive the Notice) for roughly one full year.

Relief Sought

14. Respondent hereby seeks allowance of her admittedly late-filed Claim to vacate the above order in accordance with Rules 9006 and 9024 of the Federal Rules of Bankruptcy Procedure (“FRBP.”), and under Rules 5, 60(b)(1), and/or 60(b)(6) of the Federal Rules of Civil Procedure (“FRCP”) incorporated by reference in FRBP Rule 9024. In this regard, Respondent will show that service on her counsel was defective and that no notice of the bar date was actually received. Alternatively, Respondent would show that her counsel was diligent in attempting to learn of the existence of the bar date, that having discovered the passage thereof counsel for Respondent was diligent in promptly getting the Claim filed, and that the equities - - including the absence of unfair prejudice to the Debtors - - favor determining the Claim on its merits.

Arguments and Authorities

A. DEFECTIVE SERVICE PLUS LACK OF NOTICE MANDATE ALLOWING THE CLAIM.

15. As a general rule, default judgments are disfavored by the law.² Courts in the Second Circuit recognize the strong policy preference favoring the determination of cases on their merits. *See Feeley v. Whitman Corp.*, 65 F. Supp. 2d 164, 171 (S.D.N.Y. 1999) (“ . . . the district court must be mindful of the strong policy favoring resolution of cases on their merits; defaults are generally disfavored and reserved for rare occasions.”); *Enron Oil Corp. v. Diakuhara*, 10 F.3d 90, 95-96 (2d Cir. 1993).

16. Avoiding a default frequently depends upon the vitality of the requirement of service upon parties or their counsel as to deadlines for filing or responding such that default may

² 10 James Wm. Moore, MOORE’S FEDERAL PRACTICE 3D, §55.20[2][b], citing “a strong policy in favor of decisions on the merits and against resolution of cases through default judgments”; and *Sun Bank of Ocala v. Pelican Homestead & Sav. Ass’n*, 874 F.2d 274, 276 (5th Cir. 1989) (“The Federal Rules of Civil Procedure are designed for the just, speedy and inexpensive disposition of cases on their merits, not for the termination of litigation by procedural maneuver. Default judgments are a drastic remedy, not favored by the Federal Rules and resorted to by courts only in extreme situations.”); *Lindsey v. Prive Corp.*, 161 F.3d 886, 893 (5th Cir. 1998); *Rogers v. Hartford Life & Accid. Ins. Co.*, 167 F.3d 933, 936 (5th Cir. 1999).

be avoided. FRCP Rule 5 lays out specific requirements for service of papers on litigants and those who have appeared through counsel. In particular, FRCP Rule 5(b)(1) requires that, “[i]f a party is represented by an attorney, *service under this rule must be made on the attorney unless the court orders service on the party.*” (Emphasis added) “[Rule 5(b)] is applicable to bankruptcy [cases].” See *In re Long Island Properties, Inc.*, 42 F. Supp. 323, 325 (S.D.N.Y. 1941). Moreover, regarding service by mail, Rule 5 will be strictly construed, inasmuch as the potential cost of a failure to give proper notice can be severe.

In view of the important consequences that flow from the service of pleadings and other papers, the courts, quite rightly, have required the strictest and most exacting compliance with the rule when service is made by mail.

Timmons v. United States, 194 F.2d 357, 360 (4th Cir. 1952); *accord, Rivera v. M/T Fossarina*, 840 F.2d 152, 155 (1st Cir. 1988).

17. In this case, as reflected in Schedule F-6/Exhibit A, Debtors have been aware that Respondent has been represented by counsel since the inception of this bankruptcy case. Indeed, on various occasions, Debtors have served both Respondents and their Wyoming counsel with notices relevant to this case. For unexplained reasons, the Affidavit of Service/Exhibit C and accompanying notice lists/Exhibit D reflect that, in the case of the Notice, Garden City Group elected to list, and at best purported attempted to serve, only the Respondent at her counsel’s address, and not Respondent’s counsel.

18. If what is claimed in the Affidavit of Service is what actually transpired, the manner of service of the Notice - - at least insofar as Respondent is concerned - - was in direct contravention of the requirements of Rule 5(b)(1), which mandates that service on parties known to be represented by counsel be made upon their counsel. “Strictest and most exacting

compliance” with the requirements of Rule 5(b)(1), coupled with evidence from three witnesses confirming that no actual notice was received (Exhibits E - G), should be, by itself, sufficient grounds to permit and allow the Claim as timely filed.

B. THE CLAIM SHOULD BE ALLOWED UNDER THE “EXCUSABLE NEGLIGENCE” STANDARD

19. In furtherance of a policy that disfavors defaults, F.R.C.P. Rules 60(b)(1) and (6) provide that the Court may vacate or grant relief from “. . . a final judgment, order or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; . . . or (6) any other reason justifying relief from the operation of the judgment.”³ In determining whether or not to grant relief from the denial of late-filed claims in bankruptcy, the United States Supreme Court in *Pioneer Inv. Services Co. v. Brunswick Assocs. Ltd. Partnership* held that the inquiry was “at bottom an equitable one, taking account of all relevant circumstances surrounding the party’s omission.”⁴ The Court in *Pioneer* identified the following factors for consideration when making this equitable judgment, including:

“ . . . the danger of prejudice to the debtor, the length of the delay and its potential impact on judicial proceedings, the reason for the delay, including whether it was within the reasonable control of the movant, and whether the movant acted in good faith.”⁵

In *Pioneer*, the Supreme Court allowed a proof of claim that was twenty days late as a result of an attorney’s failure to timely file a proof of claim, and affirmed the Sixth Circuit Court of Appeals’ decision overruling a district court order denying the creditor’s motion to enlarge time under

³ F.R.C.P., Rule 60(b), as incorporated in the FRBP by Rule 9024. This same policy permitting enlargement of time “where the failure to act [is] the result of excusable neglect” is embodied in the FRBP a second time by Rule 9006(b)(1).

⁴ *Pioneer Inv. Services Co. v. Brunswick Assocs. Ltd. Partnership*, 113 S. Ct. 1489, 1498 (1993) (hereafter, “*Pioneer*”).

⁵ *Id.*

F.R.B.P. Rule 9006(b)(1) and/or allow the late-filed claim. In so doing, the Court rejected the notion that “excusable neglect” in Rule 60(b) requires proof of a more stringent standard - - that the error in question was beyond the reasonable control of the party or its counsel.⁶

20. The same rationale which resulted in the allowance of the claim in *Pioneer* militates strongly in favor of allowing Respondent’s claim as timely filed in this case.

21. *Danger of Prejudice to the Debtor.* There is no unfair prejudice to the Debtors from the allowance of Respondent’s claim. First, the Debtors will not be required to fund any more into their plan on account of the allowance of a single, additional unsecured, non-priority claim, and in interpreting *Pioneer*, courts have held that prejudice to *other creditors* is not part of the relevant inquiry on whether to allow a late-filed claim or vacate an order of denial.⁷ Second, the Debtors had notice of Respondent’s Claim, and the possibility that it *might* be allowed, well in advance of the filing of the bankruptcy case (as noted, it was scheduled by Debtors before the Claim was filed) and before confirmation of a plan, such that they cannot reasonably claim that the basis for the negotiation and formulation of their plan is disrupted by the existence or allowance of a previously-unknown claim.⁸ Third, the Debtors cannot be prejudiced by the allowance of a *just* claim, especially where failed adherence to service requirements likely contributed to the delayed filing. And in the case *sub judice*, it should be remembered that Respondent has sought the benefit of the ADR procedures adopted by this Court such that her Claim still may be resolved and liquidated through negotiation.

⁶ *Pioneer, supra* at 113 S. Ct. 1494 - 98.

⁷ *See In re Eagle Bus Mfg., Inc.*, 62 F.3d 730, 737-38 (5th Cir. 1995).

⁸ *Id.*

22. *The Length of the Delay and its Potential Impact on Judicial Proceedings.* As stated above, the effect of allowing the Claim as timely will not likely result in any additional, significant, judicial proceedings, except for those through which it would otherwise proceed, and it will not have a meaningful impact on the reorganization process. And in this case, the length of delay in filing the Claim was roughly thirty days, not unlike the twenty days late which the *Pioneer* court found to fall within the meaning of excusable neglect.

23. *The Reason for the Delay.* The sole reason for the one year delay in the filing of these Objections and having this claim determined was due to Debtors' decision not to file them. In contrast, Respondent's counsel was extremely diligent, first in discovering the absence of any claim notices, second in ascertaining the existence of a bar date for claims on their own, and third in immediately acting on the new information to get the Claim immediately filed. And though it cannot and should not be over-emphasized, none of this would likely have occurred had counsel for Respondent actually received the Notice.

24. The "reason for the delay" or "excuse" in this case lies in stark contrast to the dubious excuses provided by others whose claims of excusable neglect have been questioned or rejected outright. The failure to receive a notice not sent to Respondent's counsel is a far cry from:

a) disruption to the attorney's law practice due to withdrawal from a former law firm and lack of access to the file (*Pioneer, supra* at 384);

b) reliance on "a remark by counsel for another party" regarding the deadline for filing an appeal (*Silivanch v. Celebrity Cruises, Inc.*, 333 F.3d 355, 370 (2d Cir. 2003), *cert. denied, sub nom. Essef Corp. v. Silivanch*, 540 U.S. 1105 (2004));

c) attempting to amend a timely-filed claim, or seeking leave to file a new claim, to include an omitted liability against an affiliate six months after the bar date where counsel knew of the bar date but neglected to file it due to focusing on and heavy involvement with negotiations with the affiliate (*Midland Cogeneration Venture Ltd. P'ship v. Enron*

Corp. (In re Enron Corp.), 419 F.3d 115, 120, 126 (2d Cir. 2005)); or

d) misconstruing the effect of an order under Rule 50(a) as constituting a final, appealable judgment and thus failing to file a timely appeal (*Redhead v. Conference of Seventh-Day Adventists*, 360 Fed. Appx. 232, 233-35 (2d Cir. 2010)).

The failure to learn of the deadline - - which counsel for Respondent was told by the Court in the 341 meeting notice to later expect in a subsequent notice - - was perhaps due to an irregularity in service that was not in compliance with the strict requirements of Rule 5(b)(1), but it was in any case far from ignorance, mistaken assumptions regarding the effect of the bar date, or the result of conscious, tactical decisions about whether to file or not to file a claim in this case. These cases are inapposite, and further support the allowance of the Claim as timely filed.

25. *Whether the Movant Acted in Good Faith.* There is no evidence that Respondent or her counsel have done anything other than act in good faith in pursuing this matter, once the existence, and the passing, of the bar date was discovered. At that time, immediate action was taken to rectify the omitted claim filing.

26. *Other Reasons Justifying Relief from Operation of the Bar Date.* There are multiple other reasons that the Claim should be allowed as timely. First, in addition to the absence of actual notice, the absence of meaningful delay given the time the case has been pending, and the stage of the proceedings in which the Claim was filed (well in advance of reorganization), there is an important jurisdictional question as to whether or not, given the language of 28 U.S.C. §§157(b)(2)(B) and (O), (b)(5) and 1411, this Court should be, in effect, determining the amount of any distribution to Respondent to be \$0.00. Second, through counsel Respondent had requested that her Claim be submitted for possible resolution through the ADR procedures adopted herein *prior to the filing of the Objections*; that process should be given the chance to resolve the Claim by agreement. Finally, the Respondent and those she represents

should have their claim tried on the merits; to allow the Claim as timely would work no unfairness to the Debtors, but to disallow the Claim without a trial would work a meaningful unfairness on Respondent, especially in view of the diligence shown in prosecuting the Claim once the failure of notice/omission was discovered.

WHEREFORE, PREMISES CONSIDERED, Respondent prays that on final hearing of the Objections and this response, this Court enter an order allowing the Claim as timely without prejudice to Debtors' right to object thereto on substantive grounds, and granting such other relief as may be appropriate, equitable and just under the circumstances and applicable law.

Respectfully submitted,

**THE LAW OFFICE OF MARC M. ISAAC,
PLLC**

By: /s/Marc M. Isaac
MARC M. ISAAC

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ATTORNEYS FOR RESPONDENT

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been furnished to the following:

the attorneys for debtor, Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq., Weil, Gotshal & Manges, LLP, 767 Fifth Avenue, New York, NY 10153;

to Debtors, c/o Motors Liquidation Co., 401 South Old Woodward Ave., Suite 370, Birmingham, Michigan 48009 (ATTN: Ted Stenger, Esq.);

General Motors, LLC, 400 Renaissance Center, Detroit, Michigan 48265 (ATTN: Laurence S. Buonomo, Esq.);

attorneys for the United States Department of the Treasury, Cadwalader, Wickersham & Taft, LLP, One World Financial Center, New York, NY 10281 (ATTN: John J. Rapisardi, Esq.);

the United States Department of the Treasury, 1500 Pennsylvania Ave. NW, Room 2312, Washington, D. C. 20220 (ATTN: Joseph Samarias, Esq.);

Vedder Price, P. C., the attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, NY 10019 (ATTN: Michael J. Edelman, Esq. and Michael L. Schein, Esq.);

counsel for the statutory committee of unsecured creditors, Kramer Levin Naftalis & Frankel, LLP, 1177 Avenue of the Americas, New York, NY 10036 (ATTN: Thomas Moers Mayer, Esq., Robert Schmidt, Esq., Lauren Macksoud, Esq., and Jennifer Sharret, Esq.);

the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, NY 10004 (ATTN: Tracy Hope Davis, Esq.);

the U. S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, NY 10007 (ATTN: David S. Jones, Esq. and Natalie Kuehler, Esq.);

attorneys for the official committee of unsecured creditors holding asbestos-related claims, Caplin & Drysdale, Chartered, 375 Park Ave., 35th Floor, New York, NY 10152-3500 (ATTN: Elihu Inselbuch, Esq. and Rita C. Tobin, Esq.) and at One Thomas Circle, N.W., Suite 1100, Washington, D.C. 20005 (ATTN: Trevor W. Swett, III, Esq. and Kevin C. Maclay, Esq.); and

Stutzman, Bromberg, Esserman & Plifka, counsel for Dean M. Traftlet in his capacity as legal representative of future asbestos personal injury claimants, (ATTN: Sander L. Esserman, Esq. and Robert T. Brousseau, Esq.), 2323 Bryan Street, Suite 2200, Dallas, TX 75201,

via first class, postage prepaid, U. S. Mail, and to all parties or persons requesting notice hereof via ECF, on this 27th day of January, 2011.

/s/James L. Mitchell

James L. Mitchell

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>
SKUTNIK, ANNA KATHARINE	ERSKINE & BLACKBURN 6618 SITIO DEL RIO BOULEVARD BUILDING C-101	AUSTIN,TX,78730	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SKUTNIK, KATHARINE HEBERT	ERSKINE & BLACKBURN 6618 SITIO DEL RIO BOULEVARD BUILDING C-101	AUSTIN,TX,78730	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SKUTNIK, KATHARINE HEBERT	HESELMAYER ZINDA PLLC 108 EAST BAGDAD SUITE 300	ROUND ROCK,TX,78664	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SKUTNIK, KATHARINE HEBERT	PERLMAN PETER LAW OFFICES PSC 388 S BROADWAY	LEXINGTON,KY,40508	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SKUTNIK, KENNETH MATTHEW	ERSKINE & BLACKBURN 6618 SITIO DEL RIO BOULEVARD BUILDING C-101	AUSTIN,TX,78730	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SLAUGHTER, CONNIE	10432 BLACKSMITH PL	FLORENCE,KY,41042-4773	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SLAYMAKER, LAURENCE	RICHARD JAMISON 214 SOUTH GRANT ST	CASPER,WY,82601	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SLAYMAKER, SANDRA	JAMIESON & ROBINSON LLC 214 SOUTH GRANT STREET	CASPER,WY,82601	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SLOANE, CRYSTAL	1100 HENRY STREET	ELSMERE,KY,41018	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SLOMNICKI, PERRY	8703 LIBERTY LANE	POTOMAC,MD,20854-3626	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SLOUGHAER, BERNADETTE	4114 LAUREL DRIVE	W. RICHLAND,WA,99353	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SMALL, AAMEIKA	820 SCRANTON RD APT 1307	BRUNSWICK,GA,31525-6628	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SMALL, CRYSTAL	312 CROWE ST	SIKESTON,MO,63801-3720	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SMALLEY, SHEILA	26731 CYPRESS ROAD	PORTER,TX,77365-4406	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SMALLEY, TOM	705 EAST ST	LYNNVILLE,IA,50153-7722	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SMELTSER, JOSEPH	541 BROADWAY STREET	HAMILTON,IL,62341-1313	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SMILEY, COLLEEN	ELCO ADMINISTRATIVE SERVICES COMPANY BOX 4800	WAYNE,NJ,07474	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SMILEY, GRANDCHILD	ELCO ADMINISTRATIVE SERVICES COMPANY BOX 4800	WAYNE,NJ,07474	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SMILEY, YOLANDA	73190 STANDIFER GAP RD APT. 621	CHATTANOOGA,TN,37421	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SMILING, WILLIE MAE	1575 HIDDEN OAKS DRIVE	WEDGEFIELD,SC,291689522	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SMITH FRANKS, CARIN	2366 DILLDINE RD	IONIA,MI,488469551	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SMITH PLUMBING LLC JIMMY	PUCHEU PUCHEU & ROBINSON LLP 106 PARK AVENUE P O BOX 1109	EUNICE,LA,70535-1109	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED
SMITH, ALYSSA	ENTERPRISE RENTAL PO BOX 5015	CARSON,CA,90749-5015	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UNDETERMINED

If you have any questions relating to this Notice, please feel free to contact AlixPartners at 1-800-414-9607 or by e-mail at claims@motorsliquidation.com. In addition, you may contact the Official Committee of Unsecured Creditors through its website at www.motorsliquidationcreditorscommittee.com or at 1-212-715-3275.

YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS, INCLUDING WHETHER YOU SHOULD FILE A PROOF OF CLAIM.

1. WHO MUST FILE A PROOF OF CLAIM

You **MUST** file a **Proof of Claim** to vote on a chapter 11 plan filed by the Debtors or to share in any of the Debtors' estates if you have a claim that arose prior to **June 1, 2009**, including a 503(b)(9) Claim, and it is not one of the other types of claims described in Section 2 below. Acts or omissions of the Debtors that arose before **June 1, 2009** may give rise to claims against the Debtors that must be filed by the applicable Bar Date, notwithstanding that such claims may not have matured or become fixed or liquidated or certain prior to **June 1, 2009**.

Pursuant to section 101(5) of the Bankruptcy Code and as used in this Notice, the word "claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured. Further, claims include unsecured claims, secured claims, priority claims, and 503(b)(9) Claims (as defined in Section 2(d) below).

2. WHO NEED NOT FILE A PROOF OF CLAIM

You need not file a Proof of Claim if:

- (a) Your claim is listed on the Schedules (as defined below) and (i) is **not** described in the Schedules as "disputed," "contingent," or "unliquidated," (ii) you do **not** dispute the amount or nature of the claim set forth in the Schedules, and (iii) you do **not** dispute that the claim is an obligation of the specific Debtor against which the claim is listed on the Schedules;
- (b) Your claim has been paid in full;
- (c) You hold an interest in any of the Debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants or rights to purchase, sell or subscribe to such a security or interest; **provided, however,** that interest holders who wish to assert claims (as opposed to ownership interests) against any of the Debtors that arise out of or relate to the ownership or purchase of an interest, including claims arising out of or relating to the sale, issuance, or distribution of the interest, must file Proofs of Claim on or before the applicable Bar Date, unless another exception identified herein applies;
- (d) You hold a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative claim; **provided, however, 503(b)(9) Claims are subject to the General Bar Date as provided above.** Section 503(b)(9) provides in part: "...there shall be allowed administrative expenses...including...(9) the value of any goods received by the debtor within 20 days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor's business." **Accordingly, if you have a 503(b)(9) Claim, you must file a Proof of Claim on or before the General Bar Date;**
- (e) You hold a claim that has been allowed by an order of the Court entered on or before the applicable Bar Date;
- (f) You hold a claim against any of the Debtors for which a separate deadline is fixed by the Court (whereupon you will be required to file a Proof of Claim by that separate deadline);
- (g) You are a Debtor in these cases having a claim against another Debtor;
- (h) You are an affiliate (as defined in section 101(2) of the Bankruptcy Code) of any Debtor as of the Bar Date;

- (i) You hold a claim for which you have already properly filed a Proof of Claim against any of the Debtors with the Clerk of the Court or The Garden City Group, Inc., the Debtors' claims agent; utilizing a claim form that substantially conforms to the Proof of Claim Form (as defined below) or Official Form 10; or
- (j) You hold a claim that is limited exclusively to the repayment of principal, interest and other fees and expenses on or under any agreements (a "**Debt Claim**") governing any debt security issued by any of the Debtors pursuant to an indenture (together, the "**Debt Instruments**") if the indenture trustee or similar fiduciary under the applicable indenture or fiscal and paying agency agreement files a Proof of Claim against the applicable Debtor, on or before the Bar Date, on account of all Debt Claims against such Debtor under the applicable Debt Instruments, **provided, however**, that any holder of a Debt Claim wishing to assert a claim arising out of or relating to a Debt Instrument, other than a Debt Claim, shall be required to file a Proof of Claim with respect to such claim on or before the Bar Date; unless another exception identified herein applies. Debt Instruments include those agreements listed at the end of this Notice.

YOU SHOULD NOT FILE A PROOF OF CLAIM IF YOU DO NOT HAVE A CLAIM AGAINST THE DEBTORS.

THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS OR THE COURT BELIEVE THAT YOU HAVE A CLAIM.

3. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

If you hold a claim arising from the rejection of an executory contract or unexpired lease, you must file a Proof of Claim based on such rejection by the later of (i) the applicable Bar Date, and (ii) the date which is **thirty days** following the entry of the order approving such rejection or you will be forever barred from doing so. Notwithstanding the foregoing, if you are a party to an executory contract or unexpired lease and you wish to assert a claim on account of unpaid amounts accrued and outstanding as of June 1, 2009 pursuant to that executory contract or unexpired lease (other than a rejection damages claim), you must file a Proof of Claim for such amounts on or before the applicable Bar Date unless an exception identified above applies.

4. WHEN AND WHERE TO FILE

All Proofs of Claim must be filed so as to be **actually received** on or before the applicable Bar Date at the following address:

If by overnight courier or hand delivery to:

The Garden City Group, Inc.
Attn: Motors Liquidation Company Claims Processing
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017

If by first-class mail, to:

The Garden City Group, Inc.
Attn: Motors Liquidation Company Claims Processing
P.O. Box 9386
Dublin, Ohio 43017-4286

Or if by hand delivery to:

United States Bankruptcy Court, SDNY
One Bowling Green
Room 534
New York, New York 10004

Proofs of Claim will be deemed timely filed only if **actually received** by The Garden City Group, Inc. or the Court on or before the applicable Bar Date. Proofs of Claim may **not** be delivered by facsimile, telecopy, or electronic mail transmission.

5. WHAT TO FILE

If you file a Proof of Claim, your filed Proof of Claim must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States; (iii) conform substantially to the form provided with this Notice ("**Proof of Claim Form**") or Official Bankruptcy Form No. 10; (iv) state the Debtor against which it is filed; (v) set forth with specificity the legal and factual basis for the alleged claim; (vi) include supporting documentation or an explanation as to why such documentation is not available; and (vii) be **signed** by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant.

IF YOU ARE ASSERTING A CLAIM AGAINST MORE THAN ONE DEBTOR, SEPARATE PROOFS OF CLAIM MUST BE FILED AGAINST EACH SUCH DEBTOR AND YOU MUST IDENTIFY ON YOUR PROOF OF CLAIM THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED AND THE CASE NUMBER OF THAT DEBTOR'S BANKRUPTCY CASE. A LIST OF THE NAMES OF THE DEBTORS AND THEIR CASE NUMBERS IS SET FORTH ABOVE.

Additional Proof of Claim Forms may be obtained at www.uscourts.gov/bkforms/ or www.motorsliquidation.com.

YOU SHOULD ATTACH TO YOUR COMPLETED PROOF OF CLAIM FORM COPIES OF ANY WRITINGS UPON WHICH YOUR CLAIM IS BASED. IF THE DOCUMENTS ARE VOLUMINOUS, YOU SHOULD ATTACH A SUMMARY.

6. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE APPLICABLE BAR DATE

Except with respect to claims of the type set forth in Section 2 above, any creditor who fails to file a Proof of Claim on or before the applicable Bar Date in the appropriate form in accordance with the procedures described in this Notice for any claim such creditor holds or wishes to assert against each of the Debtors, will be forever barred – that is, forbidden – from asserting the claim against each of the Debtors and their respective estates (or filing a Proof of Claim with respect to the claim), and each of the Debtors and their respective chapter 11 estates, successors, and property will be forever discharged from any and all indebtedness or liability with respect to the claim, and the holder will not be permitted to vote to accept or reject any chapter 11 plan filed in these chapter 11 cases, participate in any distribution in any of the Debtors' chapter 11 cases on account of the claim, or receive further notices with respect to any of the Debtors' chapter 11 cases.

7. THE DEBTORS' SCHEDULES, ACCESS THERETO, AND CONSEQUENCES OF AMENDMENT THEREOF

You may be listed as the holder of a claim against one or more of the Debtors in the Debtors' Schedules of Assets and Liabilities and/or Schedules of Executory Contracts and Unexpired Leases (collectively, the "**Schedules**"). If you rely on the Debtors' Schedules, it is your responsibility to determine that the claim is accurately listed in the Schedules.

As set forth above, if you agree with the classification and amount of your claim as listed in the Debtors' Schedules, and if you do not dispute that your claim is only against the specified Debtor, and if your claim is not described as "disputed", "contingent", or "unliquidated", you need not file a Proof of Claim. Otherwise, or if you decide to file a Proof of Claim, you must do so before the Bar Date in accordance with the procedures set forth in this Notice.

Copies of the Schedules 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 and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov). Copies of the Schedules 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 Debtors' Schedules may also be obtained by written request to the Debtors' claims agent at the address and telephone number set forth below:

The Garden City Group, Inc.
Attn: Motors Liquidation Company
P.O. Box 9386
Dublin, Ohio 43017-4286
1-703-286-6401

In the event that the Debtors amend their Schedules to (a) designate a claim as disputed, contingent, unliquidated, or undetermined, (b) change the amount of a claim reflected therein, (c) change the classification of a claim reflected therein, or (d) add a claim that was not listed on the Schedules, the Debtors will notify you of the amendment. In such case, the deadline for you to file a Proof of Claim on account of any such claim is the later of (a) the applicable Bar Date and (b) the date that is **thirty days** after the Debtors provide notice of the amendment.

A holder of a possible claim against the Debtors should consult an attorney regarding any matters not covered in this Notice, such as whether the holder should file a Proof of Claim.

DATED: September 16, 2009
New York, New York

BY ORDER OF THE COURT

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

Certain Debt Instruments

	Debt Instrument	CUSIP, ISIN, or Swiss Security Numbers
1	Indenture, dated as of Nov. 15, 1990, between GM and Citibank as indenture trustee	CUSIP Nos. 370442AN5, 370442AJ4, 370442AR6, 37045EAG3, 37045EAS7
2	Indenture, dated as of Dec. 7, 1995, between GM and Citibank as indenture trustee	CUSIP Nos. 370442AT2, 370442AU9, 370442AV7, 370442AZ8, 370442BB0, 370442816, 370442774, 370442766, 370442758, 370442741, 370442733, 370442725, 370442BQ7, 370442BT1, 370442717, 370442BW4, 370442BS3, 370442121, 370442691
3	Trust Indenture, dated as of July 1, 1995, between Michigan Strategic Fund and Dai-Ichi Kangyo Trust Company of New York (\$58,800,000 Multi-Modal Interchangeable Rate Pollution Control Refunding Revenue Bonds)	CUSIP No. 594693AQ6
4	Indenture of Trust, dated as of July 1, 1994, between City of Moraine, Ohio and Dai-Ichi Kangyo Trust Company of New York (\$12,500,000 Solid Waste Disposal Revenue Bonds)	CUSIP No. 616449AA2
5	Indenture of Trust, dated as of July 1, 1999, between City of Moraine, Ohio and Dai-Ichi Kangyo Trust Company of New York (\$10,000,000 Solid Waste Disposal Revenue Bonds)	CUSIP No. 616449AB0
6	Trust Indenture, dated as of Dec. 1, 2002, among City of Fort Wayne, Indiana, JPMorgan Chase Bank and Bank One Trust Company, N.A., (\$31,000,000 Pollution Control Revenue Refunding Bonds)	CUSIP No. 455329AB8
7	Trust Indenture, dated as of Mar. 1, 2002, between Ohio Water Development Authority and JPMorgan Chase Bank (\$20,040,000 State of Ohio Pollution Control Refunding Revenue Bonds)	CUSIP No. 667596AU2
8	Indenture of Trust, dated as of Dec. 1, 2002, between Ohio Water Development Authority and JPMorgan Chase Bank (\$46,000,000 State of Ohio Solid Waste Revenue Bonds)	CUSIP No. 67759ABC2
9	Trust Indenture, dated as of Apr. 1, 1984, among City of Indianapolis, Indiana, Bankers Trust Company and The Indiana National Bank (\$1,400,000 Pollution Control Revenue Bonds)	CUSIP No. 455329AB8

10	Fiscal and Paying Agency Agreement, dated as of July 3, 2003, between GM, Deutsche Bank AG London, as fiscal agent and paying agent, and Banque Générale du Luxembourg S.A., as paying agent	ISIN Nos. XS0171942757, XS0171943649
11	Fiscal and Paying Agency Agreement, dated as of July 10, 2003, between GM Nova Scotia Finance Company, GM, as guarantor, Deutsche Bank Luxembourg S.A., as fiscal agent and paying agent, and Banque Générale du Luxembourg S.A., as paying agent	ISIN Nos. XS0171922643, XS0171908063.
12	Bond Purchase and Paying Agency Agreement dated May 28, 1986 between GM and Credit Suisse	Swiss Security No. 876 926

UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF NEW YORK

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

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

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

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

See Reverse Side for Important Explanations

Debtors:	Case Number:	Tax ID Number:
General Motors Corporation	09-50026 (REG)	38-0572515
Chevrolet-Saturn of Harlem, Inc.	09-13558 (REG)	20-1426707
Saturn, LLC	09-50027 (REG)	38-2577506
Saturn Distribution Corporation	09-50028 (REG)	38-2755764
All other names used by the Debtors in the last 8 years: <u>General Motors Corporation</u> GMC Truck Division and NAO Fleet Operations GM Corporation-GM Auction Department National Car Rental National Car Sales Automotive Market Research <u>Chevrolet-Saturn of Harlem, Inc.</u> CKS of Harlem <u>Saturn, LLC</u> Saturn Corporation Saturn Motor Car Corporation GM Saturn Corporation Saturn Corporation of Delaware	Attorney for Debtors Harvey R. Miller Stephen Karotkin Joseph H. Smolinsky WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007	

Meeting of Creditors

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

Deadline to File a Proof of Claim

Notice of deadline will be sent at a later time.

Creditor with a Foreign Address:

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

Deadline to File a Complaint to Determine Dischargeability of Certain Debts:

Notice of deadline will be sent at a later time.

Creditors May Not Take Certain Actions:

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

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

EXPLANATIONS

B9F (Official Form 9F) (12/08)

Filing of Chapter 11 Bankruptcy Case	A bankruptcy case under chapter 11 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by the debtors listed on the front side, and an order for relief has been entered. Chapter 11 allows a debtor to reorganize or liquidate pursuant to a plan. A plan is not effective unless confirmed by the court. You may be sent a copy of the plan and a disclosure statement telling you about the plan, and you might have the opportunity to vote on the plan. You will be sent notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the debtor's property and may continue to operate any business.
Legal Advice	The staff of the Clerk of the Bankruptcy Court cannot give legal advice. Consult a lawyer to determine your rights in this case.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions are listed in Bankruptcy Code § 362. Common examples of prohibited actions include contacting the debtor by telephone, mail, or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time, and location listed on the front side. <i>The debtors' representative must be present at the meeting to be questioned under oath by the United States Trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice.
Claims	A Proof of Claim is a signed statement describing a creditor's claim. If a Proof of Claim form is not included with this notice, you can obtain one at any bankruptcy clerk's office. You may look at the schedules that have been or will be filed at the bankruptcy clerk's office. If your claim is scheduled and is <i>not</i> listed as disputed, contingent, or unliquidated, it will be allowed in the amount scheduled unless you filed a Proof of Claim or you are sent further notice about the claim. Whether or not your claim is scheduled, you are permitted to file a Proof of Claim. If your claim is not listed at all or if your claim is listed as disputed, contingent, or unliquidated, then you must file a Proof of Claim or you might not be paid any money on your claim and may be unable to vote on a plan. The court has not yet set a deadline to file a Proof of Claim. If a deadline is set, you will be sent another notice. A secured creditor retains rights in its collateral regardless of whether that creditor files a Proof of Claim. Filing a Proof of Claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a Proof of Claim may surrender important nonmonetary rights, including the right to a jury trial. Filing Deadline for a Creditor with a Foreign Address: The deadline for filing claims will be set in a later court order and will apply to all creditors unless the order provides otherwise. If notice of the order setting the deadline is sent to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
Discharge of Debts	Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. <i>See</i> Bankruptcy Code § 1141 (d). A discharge means that you may never try to collect the debt from the debtor, except as provided in the plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 1141 (d) (6) (A), you must start a lawsuit by filing a complaint in the bankruptcy clerk's office by the "Deadline to File a Complaint to Determine Dischargeability of Certain Debts" listed on the front side. The bankruptcy clerk's office must receive the complaint and any required filing fee by that deadline.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed on the court's Electronic Case File System (ECF) using an attorney's login and password issued by the court or on a diskette or compact disk (CD) in PDF format. If you are unable to file electronically or to submit a copy of your filing on diskette or compact disk (CD), you may file conventionally, provided that you submit with your filing an affidavit of your inability to comply.
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.
Refer To Other Side For Important Deadlines and Notices	

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

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

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)
) ss:
COUNTY OF SUFFOLK)

I, Barbara Kelley Keane, being duly sworn, depose and state:

1. I am an Assistant Director with The Garden City Group, Inc., the claims and noticing agent for the debtors and debtors-in-possession (the “Debtors”) in the above-captioned proceeding. Our business address is 105 Maxess Road, Melville, New York 11747.

2. Between September 24, 2009 and September 26, 2009, at the direction of Weil, Gotshal & Manges LLP, counsel for the Debtors in the above-captioned case, I caused to be served true and correct copies of the documents identified below addressed to each of the individuals and entities in the service lists attached hereto as Exhibit “A” (all parties listed in the Debtor’s Schedules of Assets and Liabilities) and Exhibit “B” (including but not limited to all parties who filed a Notice of Appearance, the master service list, the creditor matrix and all other parties in interest) as follows:

- (i) **Notice Of Bar Dates for Filing of Proofs of Claim (the “Notice”)** and a customized **Proof of Claim** form addressed to each of the individuals and entities identified in the service list attached hereto as Exhibit “A”; and
- (ii) **Notice** and a **Proof of Claim** form addressed to each of the individuals and entities identified in the service list attached hereto as Exhibit “B”

by depositing same in sealed, postage paid envelopes at a United States Post Office for delivery by the United States Postal Service via First Class Mail.

/s/ Barbara Kelley Keane

Sworn to before me this
14th day of October, 2009

/s/ Eamon Mason
Notary Public – State of New York
No 01MA6187254
My Commission Expires May 19, 2012

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

-----X
:

In re : **Chapter 11 Case No.**

:

MOTORS LIQUIDATION COMPANY : **09-50026 (REG)**

f/k/a GENERAL MOTORS CORPORATION, :

et al., :

:

Debtors. : **(Jointly Administered)**

:

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**NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM
(INCLUDING CLAIMS UNDER SECTION 503(B)(9) OF THE BANKRUPTCY CODE)**

TO ALL PERSONS AND ENTITIES WITH CLAIMS (INCLUDING CLAIMS UNDER SECTION 503(B)(9) OF THE BANKRUPTCY CODE) AGAINST A DEBTOR 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. CKS of Harlem

PLEASE TAKE NOTICE THAT, on September 16, 2009, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”), having jurisdiction over the chapter 11 cases of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”) entered an order (the “**Bar Date Order**”) establishing (i) **November 30, 2009, at 5:00 p.m. (Eastern Time)** as the last date and time for each person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts) to file a proof of claim (“**Proof of Claim**”) based on prepetition claims, including a claim under section 503(b)(9) of the Bankruptcy Code, as described more fully below (a “**503(b)(9) Claim**”), against any of the Debtors (the “**General Bar Date**”); and (ii) **November 30, 2009, at 5:00 p.m. (Eastern Time)** as the last date and time for each governmental unit (as defined in section 101(27) of the Bankruptcy Code) to file a Proof of Claim based on prepetition claims against any of the Debtors (the “**Governmental Bar Date**” and, together with the General Bar Date, the “**Bar Dates**”).

The Bar Date Order, the Bar Dates and the procedures set forth below for the filing of Proofs of Claim apply to all claims against the Debtors (other than those set forth below as being specifically excluded) that arose prior to **June 1, 2009**, the date on which the Debtors commenced their cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

If you have any questions relating to this Notice, please feel free to contact AlixPartners at 1-800-414-9607 or by e-mail at claims@motorsliquidation.com. In addition, you may contact the Official Committee of Unsecured Creditors through its website at www.motorsliquidationcreditorscommittee.com or at 1-212-715-3275.

YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS, INCLUDING WHETHER YOU SHOULD FILE A PROOF OF CLAIM.

1. WHO MUST FILE A PROOF OF CLAIM

You **MUST** file a **Proof of Claim** to vote on a chapter 11 plan filed by the Debtors or to share in any of the Debtors' estates if you have a claim that arose prior to **June 1, 2009**, including a 503(b)(9) Claim, and it is not one of the other types of claims described in Section 2 below. Acts or omissions of the Debtors that arose before **June 1, 2009** may give rise to claims against the Debtors that must be filed by the applicable Bar Date, notwithstanding that such claims may not have matured or become fixed or liquidated or certain prior to **June 1, 2009**.

Pursuant to section 101(5) of the Bankruptcy Code and as used in this Notice, the word "claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured. Further, claims include unsecured claims, secured claims, priority claims, and 503(b)(9) Claims (as defined in Section 2(d) below).

2. WHO NEED NOT FILE A PROOF OF CLAIM

You need not file a Proof of Claim if:

- (a) Your claim is listed on the Schedules (as defined below) and (i) is **not** described in the Schedules as "disputed," "contingent," or "unliquidated," (ii) you do **not** dispute the amount or nature of the claim set forth in the Schedules, and (iii) you do **not** dispute that the claim is an obligation of the specific Debtor against which the claim is listed on the Schedules;
- (b) Your claim has been paid in full;
- (c) You hold an interest in any of the Debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants or rights to purchase, sell or subscribe to such a security or interest; **provided, however,** that interest holders who wish to assert claims (as opposed to ownership interests) against any of the Debtors that arise out of or relate to the ownership or purchase of an interest, including claims arising out of or relating to the sale, issuance, or distribution of the interest, must file Proofs of Claim on or before the applicable Bar Date, unless another exception identified herein applies;
- (d) You hold a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative claim; **provided, however, 503(b)(9) Claims are subject to the General Bar Date as provided above.** Section 503(b)(9) provides in part: "...there shall be allowed administrative expenses...including...(9) the value of any goods received by the debtor within 20 days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor's business." **Accordingly, if you have a 503(b)(9) Claim, you must file a Proof of Claim on or before the General Bar Date;**
- (e) You hold a claim that has been allowed by an order of the Court entered on or before the applicable Bar Date;
- (f) You hold a claim against any of the Debtors for which a separate deadline is fixed by the Court (whereupon you will be required to file a Proof of Claim by that separate deadline);
- (g) You are a Debtor in these cases having a claim against another Debtor;
- (h) You are an affiliate (as defined in section 101(2) of the Bankruptcy Code) of any Debtor as of the Bar Date;

- (i) You hold a claim for which you have already properly filed a Proof of Claim against any of the Debtors with the Clerk of the Court or The Garden City Group, Inc., the Debtors' claims agent, utilizing a claim form that substantially conforms to the Proof of Claim Form (as defined below) or Official Form 10; or
- (j) You hold a claim that is limited exclusively to the repayment of principal, interest and other fees and expenses on or under any agreements (a "**Debt Claim**") governing any debt security issued by any of the Debtors pursuant to an indenture (together, the "**Debt Instruments**") if the indenture trustee or similar fiduciary under the applicable indenture or fiscal and paying agency agreement files a Proof of Claim against the applicable Debtor, on or before the Bar Date, on account of all Debt Claims against such Debtor under the applicable Debt Instruments, **provided, however**, that any holder of a Debt Claim wishing to assert a claim arising out of or relating to a Debt Instrument, other than a Debt Claim, shall be required to file a Proof of Claim with respect to such claim on or before the Bar Date, unless another exception identified herein applies. Debt Instruments include those agreements listed at the end of this Notice.

YOU SHOULD NOT FILE A PROOF OF CLAIM IF YOU DO NOT HAVE A CLAIM AGAINST THE DEBTORS.

THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS OR THE COURT BELIEVE THAT YOU HAVE A CLAIM.

3. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

If you hold a claim arising from the rejection of an executory contract or unexpired lease, you must file a Proof of Claim based on such rejection by the later of (i) the applicable Bar Date, and (ii) the date which is **thirty days** following the entry of the order approving such rejection or you will be forever barred from doing so. Notwithstanding the foregoing, if you are a party to an executory contract or unexpired lease and you wish to assert a claim on account of unpaid amounts accrued and outstanding as of June 1, 2009 pursuant to that executory contract or unexpired lease (other than a rejection damages claim), you must file a Proof of Claim for such amounts on or before the applicable Bar Date unless an exception identified above applies.

4. WHEN AND WHERE TO FILE

All Proofs of Claim must be filed so as to be **actually received** on or before the applicable Bar Date at the following address:

If by overnight courier or hand delivery to:

The Garden City Group, Inc.
Attn: Motors Liquidation Company Claims Processing
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017

If by first-class mail, to:

The Garden City Group, Inc.
Attn: Motors Liquidation Company Claims Processing
P.O. Box 9386
Dublin, Ohio 43017-4286

Or if by hand delivery to:

United States Bankruptcy Court, SDNY
One Bowling Green
Room 534
New York, New York 10004

Proofs of Claim will be deemed timely filed only if **actually received** by The Garden City Group, Inc. or the Court on or before the applicable Bar Date. Proofs of Claim may **not** be delivered by facsimile, telecopy, or electronic mail transmission.

5. WHAT TO FILE

If you file a Proof of Claim, your filed Proof of Claim must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States; (iii) conform substantially to the form provided with this Notice (“**Proof of Claim Form**”) or Official Bankruptcy Form No. 10; (iv) state the Debtor against which it is filed; (v) set forth with specificity the legal and factual basis for the alleged claim; (vi) include supporting documentation or an explanation as to why such documentation is not available; and (vii) be **signed** by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant.

IF YOU ARE ASSERTING A CLAIM AGAINST MORE THAN ONE DEBTOR, SEPARATE PROOFS OF CLAIM MUST BE FILED AGAINST EACH SUCH DEBTOR AND YOU MUST IDENTIFY ON YOUR PROOF OF CLAIM THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED AND THE CASE NUMBER OF THAT DEBTOR’S BANKRUPTCY CASE. A LIST OF THE NAMES OF THE DEBTORS AND THEIR CASE NUMBERS IS SET FORTH ABOVE.

Additional Proof of Claim Forms may be obtained at www.uscourts.gov/bkforms/ or www.motorsliquidation.com.

YOU SHOULD ATTACH TO YOUR COMPLETED PROOF OF CLAIM FORM COPIES OF ANY WRITINGS UPON WHICH YOUR CLAIM IS BASED. IF THE DOCUMENTS ARE VOLUMINOUS, YOU SHOULD ATTACH A SUMMARY.

6. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE APPLICABLE BAR DATE

Except with respect to claims of the type set forth in Section 2 above, any creditor who fails to file a Proof of Claim on or before the applicable Bar Date in the appropriate form in accordance with the procedures described in this Notice for any claim such creditor holds or wishes to assert against each of the Debtors, will be forever barred – that is, forbidden – from asserting the claim against each of the Debtors and their respective estates (or filing a Proof of Claim with respect to the claim), and each of the Debtors and their respective chapter 11 estates, successors, and property will be forever discharged from any and all indebtedness or liability with respect to the claim, and the holder will not be permitted to vote to accept or reject any chapter 11 plan filed in these chapter 11 cases, participate in any distribution in any of the Debtors’ chapter 11 cases on account of the claim, or receive further notices with respect to any of the Debtors’ chapter 11 cases.

7. THE DEBTORS’ SCHEDULES, ACCESS THERETO, AND CONSEQUENCES OF AMENDMENT THEREOF

You may be listed as the holder of a claim against one or more of the Debtors in the Debtors’ Schedules of Assets and Liabilities and/or Schedules of Executory Contracts and Unexpired Leases (collectively, the “**Schedules**”). If you rely on the Debtors’ Schedules, it is your responsibility to determine that the claim is accurately listed in the Schedules.

As set forth above, if you agree with the classification and amount of your claim as listed in the Debtors’ Schedules, and if you do not dispute that your claim is only against the specified Debtor, and if your claim is not described as “disputed”, “contingent”, or “unliquidated”, you need not file a Proof of Claim. Otherwise, or if you decide to file a Proof of Claim, you must do so before the Bar Date in accordance with the procedures set forth in this Notice.

Copies of the Schedules 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 and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov). Copies of the Schedules 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 Debtors’ Schedules may also be obtained by written request to the Debtors’ claims agent at the address and telephone number set forth below:

The Garden City Group, Inc.
Attn: Motors Liquidation Company
P.O. Box 9386
Dublin, Ohio 43017-4286
1-703-286-6401

In the event that the Debtors amend their Schedules to (a) designate a claim as disputed, contingent, unliquidated, or undetermined, (b) change the amount of a claim reflected therein, (c) change the classification of a claim reflected therein, or (d) add a claim that was not listed on the Schedules, the Debtors will notify you of the amendment. In such case, the deadline for you to file a Proof of Claim on account of any such claim is the later of (a) the applicable Bar Date and (b) the date that is **thirty days** after the Debtors provide notice of the amendment.

A holder of a possible claim against the Debtors should consult an attorney regarding any matters not covered in this Notice, such as whether the holder should file a Proof of Claim.

DATED: September 16, 2009
New York, New York

BY ORDER OF THE COURT

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

Certain Debt Instruments

	Debt Instrument	CUSIP, ISIN, or Swiss Security Numbers
1	Indenture, dated as of Nov. 15, 1990, between GM and Citibank as indenture trustee	CUSIP Nos. 370442AN5, 370442AJ4, 370442AR6, 37045EAG3, 37045EAS7
2	Indenture, dated as of Dec. 7, 1995, between GM and Citibank as indenture trustee	CUSIP Nos. 370442AT2, 370442AU9, 370442AV7, 370442AZ8, 370442BB0, 370442816, 370442774, 370442766, 370442758, 370442741, 370442733, 370442725, 370442BQ7, 370442BT1, 370442717, 370442BW4, 370442BS3, 370442121, 370442691
3	Trust Indenture, dated as of July 1, 1995, between Michigan Strategic Fund and Dai-Ichi Kangyo Trust Company of New York (\$58,800,000 Multi-Modal Interchangeable Rate Pollution Control Refunding Revenue Bonds)	CUSIP No. 594693AQ6
4	Indenture of Trust, dated as of July 1, 1994, between City of Moraine, Ohio and Dai-Ichi Kangyo Trust Company of New York (\$12,500,000 Solid Waste Disposal Revenue Bonds)	CUSIP No. 616449AA2
5	Indenture of Trust, dated as of July 1, 1999, between City of Moraine, Ohio and Dai-Ichi Kangyo Trust Company of New York (\$10,000,000 Solid Waste Disposal Revenue Bonds)	CUSIP No. 616449AB0
6	Trust Indenture, dated as of Dec. 1, 2002, among City of Fort Wayne, Indiana, JPMorgan Chase Bank and Bank One Trust Company, N.A., (\$31,000,000 Pollution Control Revenue Refunding Bonds)	CUSIP No. 455329AB8
7	Trust Indenture, dated as of Mar. 1, 2002, between Ohio Water Development Authority and JPMorgan Chase Bank (\$20,040,000 State of Ohio Pollution Control Refunding Revenue Bonds)	CUSIP No. 667596AU2
8	Indenture of Trust, dated as of Dec. 1, 2002, between Ohio Water Development Authority and JPMorgan Chase Bank (\$46,000,000 State of Ohio Solid Waste Revenue Bonds)	CUSIP No. 67759ABC2
9	Trust Indenture, dated as of Apr. 1, 1984, among City of Indianapolis, Indiana, Bankers Trust Company and The Indiana National Bank (\$1,400,000 Pollution Control Revenue Bonds)	CUSIP No. 455329AB8

10	Fiscal and Paying Agency Agreement, dated as of July 3, 2003, between GM, Deutsche Bank AG London, as fiscal agent and paying agent, and Banque Générale du Luxembourg S.A., as paying agent	ISIN Nos. XS0171942757, XS0171943649
11	Fiscal and Paying Agency Agreement, dated as of July 10, 2003, between GM Nova Scotia Finance Company, GM, as guarantor, Deutsche Bank Luxembourg S.A., as fiscal agent and paying agent, and Banque Générale du Luxembourg S.A., as paying agent	ISIN Nos. XS0171922643, XS0171908063.
12	Bond Purchase and Paying Agency Agreement dated May 28, 1986 between GM and Credit Suisse	Swiss Security No. 876 926

Name	Address1	Address2	Address3	Address4	City	State	Zip
SLAY TRANSPORTATION CO INC	2811 RELIABLE PKWY	UPTD AS PER LTR 3/21/05 GJ			CHICAGO	IL	60686-0001
SLAY WANDA	PO BOX 3				LUDLOW	MS	39098-0003
SLAY, CHARLENE Y	1714 S JEFFERSON ST # B				MUNCIE	IN	47302-3362
SLAY, JAMES F	1000 SOLON PLACE WAY APT 167				WAXAHACHIE	TX	75165-5050
SLAY, LILA M	7209 ANGLE RD				NORTHVILLE	MI	48168-9413
SLAY, MARSHALL L	25925 MICHIGAN AVE				INKSTER	MI	48141-2497
SLAYBAUGH, CHARLES G	1084 SEVILLE DR				PALM HARBOR	FL	34684-2839
SLAYBAUGH, GERALD E	PO BOX 376				CLIO	MI	48420-0376
SLAYBAUGH, JUSTIN	532 SPRING ST				GRAND LEDGE	MI	48837-1404
SLAYDEN I I I, MARSHALL E	52106 POWDERHORN DR				MACOMB	MI	48042-3442
SLAYDEN III, MARSHALL E	52106 POWDERHORN DR				MACOMB	MI	48042-3442
SLAYDEN ROBERT W (352427)	GLASSER AND GLASSER	CROWN CENTER, 580 EAST MAIN STREET, SUITE 600			NORFOLK	VA	23510
SLAYDEN'S AUTO REPAIR	111 2ND AVE W				ANDALUSIA	IL	61232-9004
SLAYDEN, ROBERT	25150 CRISLER ST				TAYLOR	MI	48180-3234
SLAYLINE, GREGORY S	14708 S LOCUST ST				OLATHE	KS	66062-2621
SLAYMAKER CHARLES B	161 HICKS RD				NASHVILLE	TN	37221-3401
SLAYMAKER LAURENCE	SLAYMAKER, LAURENCE	214 S GRANT ST			CASPER	WY	82601-2630
SLAYMAKER LAURENCE	SLAYMAKER, SANDRA	214 S GRANT ST			CASPER	WY	82601-2630
SLAYMAKER, EARL A	6262 W OUTER DR				DETROIT	MI	48235-2619
SLAYMAKER, JOANNE E.	1113 HOME PL				FREMONT	OH	43420-3317
SLAYMAN, AUDREY	PO BOX 318				CHARLESTOWN	MD	21914-0318
SLAYMAN, ELVIN P	1404 MARSHALL ST				HAGERSTOWN	MD	21740-3501
SLAYMAN, GARY R	142 EDGE AVE				NEW CASTLE	DE	19720-2017
SLAYMAN, GARY R	280 KIBBEE RD				MCDONOUGH	GA	30252-3916
SLAYMAN, JAMES R	PO BOX 318				CHARLESTOWN	MD	21914-0318
SLAYMAN, JOHN W	10836 OAK VALLEY DR				HAGERSTOWN	MD	21740-7847
SLAYMAN, NANCY S	4813 BELLINGHAM DR				INDIANAPOLIS	IN	46221-3703
SLAYMEN JR, ALLIE	1414 SOM CENTER RD APT 306				MAYFIELD HEIGHTS	OH	44124-2105
SLAYSMAN, MELVERN M	406 S TAYLOR AVE				BALTIMORE	MD	21221-6845
SLAYTON JR, ALLEN M	23733 PHILIP DR				SOUTHFIELD	MI	48075-3348
SLAYTON JR, S W	121 BREEZY PT				EUSTIS	FL	32726-7401
SLAYTON M MCGEHEE & HELEN JO	MCGEHEE TRUSTEES	SLAYTON M & HELEN JO	MCGEHEE REV LIV U/D 7/12/94	4020 ROYAL PALMS COURT	DALLAS	TX	75244-7262
SLAYTON MARY	1658 MIDDLE RD				RUSH	NY	14543-9733
SLAYTON, BARBARA D	620 N 25TH ST				ELWOOD	IN	46036-1327
SLAYTON, CLAUDETTE A	5900 CLARK LAKE RD				JACKSON	MI	49201-9203
SLAYTON, DAVID	1418 LYNTON AVE				FLINT	MI	48507-3246
SLAYTON, DAVID W	6030 WILD TURKEY RD				GRAND BLANC	MI	48439-7980
SLAYTON, EVELYN L	1233 GORDON ST				MOUNT MORRIS	MI	48458-1716
SLAYTON, HAROLD R	70 MANOR DR				MATTESON	IL	60443-1295
SLAYTON, HARRY D	43 GREAT PINES DR				OXFORD	MI	48371-3451
SLAYTON, HARRY J	PO BOX 422				ARDMORE	TN	38449-0422
SLAYTON, JAMES B	8905 HARRISON PKWY				FISHERS	IN	46038-3594
SLAYTON, JANET	6008 E MAPLE AVE				GRAND BLANC	MI	48439-9110
SLAYTON, JOSEPH T	3813 LAKE FOREST DR				STERLING HEIGHTS	MI	48314-4316
SLAYTON, LULA B	715 GEM AVE				AKRON	OH	44307-1432
SLAYTON, LYNDAHL I	923 N OSBORNE AVE				JANESVILLE	WI	53548-2347
SLAYTON, MICHAEL A	420 GALAXY LN				MELBOURNE BEACH	FL	32951-4239
SLAYTON, MICHAEL A	420 GALAXY LN				MELBOURNE BCH	FL	32951-4239
SLAYTON, MICHAEL ANTHONY	420 GALAXY LN				MELBOURNE BCH	FL	32951-4239
SLAYTON, RALPH G	1500 DIANE DR				FLUSHING	MI	48433-1827
SLAYTON, RAY J	1 BROWN TEAL RD				PETERSBURG	TN	37144-7712
SLAYTON, ROBERT G	7923 LANSDALE RD				BALTIMORE	MD	21224-2122
SLAYTON, SHIRLEY J	1419 S PACKARD AVE				BURTON	MI	48509-2411
SLAYTON, STEPHEN J	PO BOX 238				ONTARIO	OH	44862-0238
SLAYTON, TITO L	APT 626	7403 NORTHWEST DONOVAN DRIVE			KANSAS CITY	MO	64153-3109

Marc M. Isaac
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2911 Turtle Creek Blvd., Suite 1400
Dallas, TX 75219
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Facsimile: (214) 252-1889
E-mail: Jmitchell@PayneMitchell.com

*Attorneys for Sandra Slaymaker, Personal Representative
of the Estate of Laurence Slaymaker, Deceased*

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

IN RE:

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

Debtors.

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Chapter 11 Case No.

Case No. 09-50026 (REG)

(Jointly Administered)

Hearing: February 3, 2011 @ 9:45 a.m. (ET)

AFFIDAVIT OF LINDA A. MINER

**STATE OF WYOMING §
§
COUNTY OF NATRONA §**

BEFORE ME, the undersigned authority, personally appeared **LINDA A. MINER**, who being duly sworn, did depose and state as follows:

1. My name is **LINDA A. MINER**. I am over twenty-one (21) years of age, of sound mind, and fully capable of making this Affidavit. I have never been convicted of a crime

involving moral turpitude. All of the facts set forth herein are within my personal knowledge, and are true and correct.

2. I am a legal assistant for the law firm of Jamieson & Robinson, LLC (“the Firm”), and have worked at the Firm for the past roughly 4.5 years. I work with Mr. Jamieson, and was at all times responsible for checking the mail for the Firm generally, and I was the sole person responsible for processing mail received by the Firm in connection with the bankruptcy case of General Motors Corp. in regards to the claims of Sandra Slaymaker.

3. On October 20, 2007, Laurence Slaymaker was killed when, while working underneath his 2002 GMC Sierra 2500HD pickup truck to remove accumulated brush from the undercarriage of the vehicle, the transmission and parking brake - - both allegedly defective - - simultaneously failed, causing the vehicle to roll over his torso and inflicting mortal injuries.

4. On January 30, 2009, the Firm filed a lawsuit on behalf of Sandra Slaymaker, acting on her own behalf, on behalf of Laurence Slaymaker, and on behalf of his heirs, for wrongful death and survival claims against General Motors and others in state court in Carbon County, Wyoming; the lawsuit was styled *Sandra Slaymaker, Personal Representative of the Estate of Laurence Slaymaker, Deceased v. General Motors Corporation and Big Wyoming Buick, Pontiac, Cadillac, GMC, Inc.*, Civil Action No. CV-09-28, pending in the Second Judicial District Court of Carbon County, Wyoming (hereafter, “the Lawsuit”). Mr. Jamieson of the Firm was named local attorney for Ms. Slaymaker, and James L. Mitchell of Dallas, Texas appeared in the Lawsuit as co-counsel. Neither Mr. Jamieson, nor Mr. Mitchell, are practicing bankruptcy lawyers or has a bankruptcy attorney in their firms. Through their defense counsel, General Motors had appeared and answered in the Lawsuit, and General Motors was fully aware of the Lawsuit in June, 2009.

5. On or about June 1, 2009, General Motors initiated the bankruptcy case with the filing of their voluntary petition under Chapter 11 of the United States Bankruptcy Code. Subsequently, in early June, 2009, I received a Notice of Meeting of Creditors, which a true and correct copy of which is attached to Ms. Slaymaker's response to the 111th Omnibus Proof of Claim Objection as Exhibit "B". This notice specifically states, as relates to deadlines for filing proofs of claim, that "Notice of deadline will be sent at a later time." During this time period, the Firm was receiving notices and pleadings from the bankruptcy case, and I was responsible for forwarding them to Mr. Mitchell's offices and retaining them in our files regarding the Lawsuit. I retain on my computer, and do not delete, all e-mail sent from my computer, and all e-mail received by me, in regards to any pending lawsuits being handled by the Firm, including that which was generated or received in connection with the Lawsuit.

6. I have thoroughly reviewed our physical files in regards to the Lawsuit and/or the General Motors bankruptcy; in addition, I have reviewed our electronically stored records in regards to the Lawsuit and/or the General Motors bankruptcy. I can confidently say that between September 16, 2009 and December 30, 2009, the Firm did not receive a copy of the "Notice of Deadlines for Filing Proofs of Claim" ("the Notice"), which I have since learned established a bar date of November 30, 2009.

7. It appears now that the Debtors' claims agent, Garden City Group, claims it sent the Notice to the Firm's address, addressed to Ms. Slaymaker, but that by its Affidavit of Service it admits that if the Notice was sent to the Firm, it was not addressed to the Firm or to Mr. Jamieson. In any case, if it had been received by the Firm, it likely would have been received and processed by me, and I would have notified Mr. Mitchell's offices and Mr. Jamieson had I ever

seen it. For this reason, I am confident that it was not received by the Firm.

8. While the Notice was not received by the Firm, the Firm was being sent and receiving various notices and pleadings from Garden City Group relating to the General Motors bankruptcy prior to and after the purported mailing of the Notice. Among other things, I received the following notices from the bankruptcy case:

notice of the meeting of creditors and a notice of hearing on a motion to sell substantially all of the Debtors' assets to Vehicle Acquisition Holdings, LLC on or around June 10, 2009;

notice of hearing regarding Debtors' disclosure statement on or around October 5, 2010 (at around the same time as the purported service of the Notice), and

on or around December 27, 2010, notice of the approval of the disclosure statement and confirmation hearing (and separately, notice of the administrative claims bar date).

At no time prior to December 30, 2009 did I or Mr. Jamieson receive, or have actual knowledge of, the Notice or its contents, or the existence of the November 30, 2009 proof of claim bar date..

9. The above notices that were received *were* sent to the Firm *and* to Ms. Slaymaker; however, it appears now that if the Notice was supposed to have been sent to the Firm's address and addressed to Ms. Slaymaker, there was no "duplicate mailing" of the Notice to directed to Mr. Jamieson or the Firm.

10. Having discovered the bar date in late December, 2009, on December 30, 2009, Mr. Mitchell's law firm promptly sent for filing Ms. Slaymaker's Claim, which was apparently recorded by Garden City Group on the Claims Register has having been received on January 4, 2010. With it, Stan Boler sent a letter specifically addressing the lateness of the claim and the absence of notice of the bar date or the Notice in which it was otherwise announced. He said:

The purpose of this letter is to advise you and the Court that said Notice of Claim was filed after the Bar Date because neither Ms.

Slaymaker nor this firm received notice of the Bar Date. Accordingly, we would respectfully request that the Court grant an exception and allow the filing of Ms. Slaymaker's Notice of Claim.

True and correct copies of the Claim filed by co-counsel, and of the accompanying letter referenced above, are attached to the Response and incorporated therein as Exhibits "H" and "I" respectively.

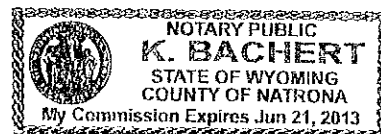
11. Both the Firm, and Mr. Mitchell, acting through Mr. Boler, were diligent in attempting to be and remain aware of the relevant dates and deadlines so as to get her claim timely filed, and the moment they discovered that they had received no notice of the bar date, they responded with diligence and speed to get the claim filed. Had I known of the Notice or the proof of claim bar date, I would have notified Mr. Mitchell's offices, and Mr. Boler or someone from the Firm would have timely filed Ms. Slaymaker's claims.

Further, Affiant sayeth not.


LINDA A. MINER

SUBSCRIBED AND SWORN TO BEFORE ME, on the 26th day of January, 2011, to certify which witness my hand and official seal.


Notary Public



Marc M. Isaac
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210 Moore Avenue
Freeport, NY 11520
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E-mail: Jmitchell@PayneMitchell.com

*Attorneys for Sandra Slaymaker, Personal Representative
of the Estate of Laurence Slaymaker, Deceased*

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

IN RE:

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

Debtors.

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Chapter 11 Case No.

Case No. 09-50026 (REG)

(Jointly Administered)

Hearing: February 3, 2011 @ 9:45 a.m. (ET)

AFFIDAVIT OF RICHARD R. JAMIESON

STATE OF WYOMING §
§
COUNTY OF NATRONA §

BEFORE ME, the undersigned authority, personally appeared **RICHARD R. JAMIESON**, who being duly sworn, did depose and state as follows:

1. My name is **RICHARD R. JAMIESON**. I am over twenty-one (21) years of age, of sound mind, and fully capable of making this Affidavit. I have never been convicted of a

crime involving moral turpitude. All of the facts set forth herein are within my personal knowledge, and are true and correct.

2. I am a shareholder in the law firm of Jamieson & Robinson, LLC ("the Firm").

3. On October 20, 2007, Laurence Slaymaker was killed when, while working underneath his 2002 GMC Sierra 2500HD pickup truck to remove accumulated brush from the undercarriage of the vehicle, the transmission and parking brake - - both allegedly defective - - simultaneously failed, causing the vehicle to roll over his torso and inflicting mortal injuries.

4. On January 30, 2009, the Firm filed a lawsuit on behalf of Sandra Slaymaker, acting on her own behalf, on behalf of Laurence Slaymaker, and on behalf of his heirs, for wrongful death and survival claims against General Motors and others in state court in Carbon County, Wyoming; the lawsuit was styled *Sandra Slaymaker, Personal Representative of the Estate of Laurence Slaymaker, Deceased v. General Motors Corporation and Big Wyoming Buick, Pontiac, Cadillac, GMC, Inc.*, Civil Action No. CV-09-28, pending in the Second Judicial District Court of Carbon County, Wyoming (hereafter, "the Lawsuit"). I was the named local attorney for Ms. Slaymaker, and James L. Mitchell of Dallas, Texas appeared in the Lawsuit as co-counsel. Neither I, nor Mr. Mitchell to my knowledge, are practicing bankruptcy lawyers, nor do we have a bankruptcy attorney in our firms. Through their defense counsel, General Motors had appeared and answered in the Lawsuit, and General Motors was fully aware of the Lawsuit in June, 2009.

5. On or about June 1, 2009, General Motors initiated the bankruptcy case with the filing of their voluntary petition under Chapter 11 of the United States Bankruptcy Code. Subsequently, in early June, 2009, through my legal assistant, Linda Miner, I received several copies of a Notice of Meeting of Creditors, which had been addressed to me, to the Firm, and to

Sandra and Laurence Slaymaker. A true and correct copy of this notice is attached to Ms. Slaymaker's response to the 111th Omnibus Proof of Claim Objection as Exhibit "B". This notice specifically states, as related to deadlines for filing proofs of claim, that "Notice of deadline will be sent at a later time." Since then, the Firm received other notices and pleadings from the bankruptcy case, and Ms. Miner was responsible for forwarding them to Mr. Mitchell's offices and retaining them in our files regarding the Lawsuit.

6. I, along with Ms. Miner, have thoroughly reviewed our physical files in regards to the Lawsuit and/or the General Motors bankruptcy; in addition, I have asked that Ms. Miner review the Firm's electronically stored records in regards to the Lawsuit and/or the General Motors bankruptcy. I can confidently say that between September 16, 2009 and December 30, 2009, the Firm did not receive a copy of the "Notice of Deadlines for Filing Proofs of Claim" ("the Notice"), which I have since learned established a bar date of November 30, 2009.

7. It appears now that the Debtors' claims agent, Garden City Group, alleges it sent the Notice to our Firm's address, addressed to Ms. Slaymaker. However, the Affidavit of Service of the claims agent admits that if the Notice was actually mailed to the Firm, it was not addressed to the Firm or to me. In any case, if it had been received by the Firm, it likely would have been received and processed by Ms. Miner, and she would have notified me and Mr. Mitchell's offices, as is our policy and procedure, as evidenced by our sending other documents actually received, even when mis-addressed. For this reason, I am confident that it was not received by the Firm.

8. While the Notice was not received by the Firm, the Firm was being sent and received various notices and pleadings from Garden City Group relating to the General Motors bankruptcy prior to, right around, and after the purported mailing of the Notice. Among other things, Ms. Miner received the following notices from the bankruptcy case:

notice of the meeting of creditors and a notice of hearing on a motion to sell substantially all of the Debtors' assets to Vehicle Acquisition Holdings, LLC on or around June 10, 2009;

notice of hearing regarding Debtors' disclosure statement on or around October 5, 2010 (at around the same time as the purported service of the Notice), and

on or around December 27, 2010, notice of the approval of the disclosure statement and confirmation hearing (and separately, notice of the administrative claims bar date).

At no time prior to December 30, 2009 did I or Ms. Miner receive, or have actual knowledge of, the Notice or its contents, or the existence of the November 30, 2009 proof of claim bar date..

9. The above notices that were received *were* sent to the Firm *and* to Ms. Slaymaker; however, it appears now that if the Notice was supposed to have been sent to the Firm's address and addressed to Ms. Slaymaker, there was no "duplicate mailing" of the Notice to directed to me or to the Firm. And, if indeed there were duplicate mailings, we did not receive them.

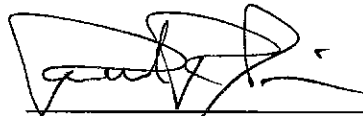
10. Having discovered the bar date in late December, 2009, on December 30, 2009, Mr. Mitchell's law firm promptly sent for filing Ms. Slaymaker's Claim, which was apparently recorded by Garden City Group on the Claims Register has having been received on January 4, 2010. With it, Stan Boler sent a letter specifically addressing the lateness of the claim and the absence of notice of the bar date or the Notice in which it was otherwise announced. He said:

The purpose of this letter is to advise you and the Court that said Notice of Claim was filed after the Bar Date because neither Ms. Slaymaker nor this firm received notice of the Bar Date. Accordingly, we would respectfully request that the Court grant an exception and allow the filing of Ms. Slaymaker's Notice of Claim.

True and correct copies of the Claim filed by co-counsel, and of the accompanying letter referenced above as received by the Firm from Mr. Boler, are attached to the Response and incorporated therein as *Exhibits "H" and "I"* respectively.

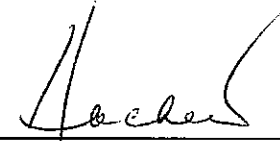
11. Both the Firm, and Mr. Mitchell, acting through Mr. Boler, were diligent in attempting to be and remain aware of the relevant dates and deadlines so as to get her claim timely filed, and the moment they discovered that they had received no notice of the bar date, they responded with diligence and speed to get the claim filed. Had I known of the Notice or the proof of claim bar date, I would have notified Mr. Mitchell's offices or asked Ms. Miner to do so without delay, and either Messrs. Mitchell or Boler, or someone from the Firm, would have timely filed Ms. Slaymaker's claims.

Further, Affiant sayeth not.

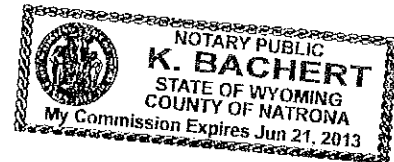


RICHARD R. JAMIESON

SUBSCRIBED AND SWORN TO BEFORE ME, on the 26th day of January, 2011, to certify which witness my hand and official seal.



Notary Public



Marc M. Isaac
THE LAW OFFICE OF MARC M. ISAAC, PLLC
210 Moore Avenue
Freeport, NY 11520
Telephone: (516) 750-1422
Facsimile: (866) 342-2903
E-mail: misaac@mmipllc.com

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2911 Turtle Creek Blvd., Suite 1400
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Telephone: (214) 252-1888
Facsimile: (214) 252-1889
E-mail: Jmitchell@PayneMitchell.com

*Attorneys for Sandra Slaymaker, Personal Representative
of the Estate of Laurence Slaymaker, Deceased*

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

IN RE:

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

Debtors.

§
§
§
§
§
§
§
§

Chapter 11 Case No.

Case No. 09-50026 (REG)

(Jointly Administered)

Hearing: February 3, 2011 @ 9:45 a.m. (ET)

AFFIDAVIT OF STAN BOLER

**STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

BEFORE ME, the undersigned authority, personally appeared **STAN BOLER**, who being duly sworn, did depose and state as follows:

1. My name is **STAN BOLER**. I am over twenty-one (21) years of age, of sound mind, and fully capable of making this Affidavit. I have never been convicted of a crime

involving moral turpitude. All of the facts set forth herein are within my personal knowledge, and are true and correct.

2. I am a legal assistant for James L. Mitchell, shareholder of the law firm known as Payne Mitchell Law Group ("the Firm"), and have worked at the Firm for the past roughly 5 years. I work primarily with Mr. Mitchell, and I was the sole person responsible for processing mail received by or sent to Mr. Mitchell or the Firm in connection with the bankruptcy case of General Motors Corp. in regards to the claims of Sandra Slaymaker.

3. On October 20, 2007, Laurence Slaymaker was killed when, while working underneath his 2002 GMC Sierra 2500HD pickup truck to remove accumulated brush from the undercarriage of the vehicle, the transmission and parking brake - - both allegedly defective - - simultaneously failed, causing the vehicle to roll over his torso and inflicting mortal injuries.

4. On January 30, 2009, the Firm filed a lawsuit on behalf of Sandra Slaymaker, acting on her own behalf, on behalf of Laurence Slaymaker, and on behalf of his heirs, for wrongful death and survival claims against General Motors and others in state court in Carbon County, Wyoming; the lawsuit was styled *Sandra Slaymaker, Personal Representative of the Estate of Laurence Slaymaker, Deceased v. General Motors Corporation and Big Wyoming Buick, Pontiac, Cadillac, GMC, Inc.*, Civil Action No. CV-09-28, pending in the Second Judicial District Court of Carbon County, Wyoming (hereafter, "the Lawsuit"). Mr. Richard R. Jamieson of the law firm Jamieson & Robinson, LLC in Caspar, Wyoming was identified as the local attorney for Ms. Slaymaker, and the Firm appeared in the Lawsuit as co-counsel. Neither Mr. Jamieson, nor Mr. Mitchell, are practicing bankruptcy lawyers, and neither has a bankruptcy attorney in their firms. Through their defense counsel, General Motors had appeared and answered in the Lawsuit, and General Motors was fully aware of the Lawsuit in June, 2009.

5. On or about June 1, 2009, General Motors initiated the bankruptcy case with the filing of their voluntary petition under Chapter 11 of the United States Bankruptcy Code. Subsequently, in early June, 2009, Linda Miner at Jamieson & Robinson received, and forwarded me, a Notice of Meeting of Creditors, which a true and correct copy of which is attached to Ms. Slaymaker's response to the 111th Omnibus Proof of Claim Objection as Exhibit "B". This notice specifically states, as relates to deadlines for filing proofs of claim, that "Notice of deadline will be sent at a later time." Since then, Ms. Miner received notices and pleadings from the bankruptcy case, and was responsible for forwarding them to me at Mr. Mitchell's offices; I, in turn, would retain those documents electronically or in our physical files regarding the Lawsuit. I retain on my computer, and do not delete, all e-mail sent from my computer, and all e-mail received by me, in regards to any pending lawsuits being handled by the Firm, including that which was generated or received from Ms. Miner in connection with the Lawsuit.

6. I have thoroughly reviewed our physical files in regards to the Lawsuit and/or the General Motors bankruptcy; in addition, I have reviewed our electronically stored records in regards to the Lawsuit and/or the General Motors bankruptcy. I can confidently say that between September 16, 2009 and December 30, 2009, the Firm did not receive a copy of the "Notice of Deadlines for Filing Proofs of Claim" ("the Notice"), whether directly or from Jamieson & Robinson. I first discovered that the Notice established a bar date of November 30, 2009 when I reviewed on line case information concerning claims in late December, 2009.

7. It appears now that the Debtors' claims agent, Garden City Group, alleges it sent the Notice to Jamieson & Robinson's, addressed to Ms. Slaymaker, but that by its Affidavit of Service it admits that if the Notice was sent to Jamieson & Robinson's address, it was not

addressed to either Jamieson & Robinson or to Mr. Jamieson. In any case, if it had been received, it likely would have been sent to me whereupon I would have notified Mr. Mitchell. For this reason, I am confident that it was not received by me or by the Firm.

8. While the Notice was not received by the Firm, the Firm was being sent and receiving various notices and pleadings sent addressed to Jamieson & Robinson, Mr. Jamieson, and to Ms. Slaymaker by the Garden City Group relating to the General Motors bankruptcy prior to and after the purported mailing of the Notice; these were sent to me by Ms. Miner. Among other things, from her I received the following notices from the bankruptcy case:

notice of the meeting of creditors and a notice of hearing on a motion to sell substantially all of the Debtors' assets to Vehicle Acquisition Holdings, LLC on or around June 10, 2009;

notice of hearing regarding Debtors' disclosure statement on or around October 5, 2010 (at around the same time as the purported service of the Notice), and

on or around December 27, 2010, notice of the approval of the disclosure statement and confirmation hearing (and separately, notice of the administrative claims bar date).

At no time prior to December 27, 2009 did I or Mr. Mitchell receive, or have actual knowledge of, the Notice or its contents, or the existence of the November 30, 2009 proof of claim bar date.

9. The above notices (exclusive of the Notice) that were received were apparently sent to Jamieson & Robinson *and* to Ms. Slaymaker.

10. Not having seen a bar date notice as reflected in the 341 notice, in late December, 2009, on our own and on behalf of the Firm I checked the docket to see if there were any other relevant notices. It was then that I first discovered that there was a passed bar date of which neither Mr. Jamieson's offices, nor ours, had received any prior notice.


11. Having discovered the bar date, on December 30, 2009, I promptly sent for filing Ms. Slaymaker's Claim, which was apparently recorded by Garden City Group on the Claims Register has having been received on January 4, 2010. With it, I sent a letter specifically addressing the lateness of the claim and the absence of notice of the bar date or the Notice in which it was otherwise announced. In the letter, I said:

The purpose of this letter is to advise you and the Court that said Notice of Claim was filed after the Bar Date because neither Ms. Slaymaker nor this firm received notice of the Bar Date. Accordingly, we would respectfully request that the Court grant an exception and allow the filing of Ms. Slaymaker's Notice of Claim.

True and correct copies of the Claim sent for filing by me, and of the accompanying letter referenced above, are attached to the Response and incorporated therein as Exhibits "H" and "I" respectively.

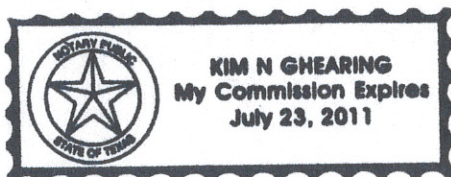
12. Both the Firm, and Mr. Mitchell, acting through me, were diligent in attempting to be and remain aware of the relevant dates and deadlines so as to get Ms. Slaymaker's claim timely filed, and the moment we discovered that we had received no notice of the bar date, we responded immediately, with diligence and speed, to get the claim filed. Indeed, I was instructed to keep an eye out for the bar date for the very purpose of ensuring that, once notified of it, Ms. Slaymaker's claim would be timely and properly filed. Had I had actual knowledge of the Notice or the proof of claim bar date before it had passed, I would have timely filed Ms. Slaymaker's claims.


Further, Affiant sayeth not.



STAN BOLER

SUBSCRIBED AND SWORN TO BEFORE ME, on the 26th day of January, 2011, to certify which witness my hand and official seal.





Notary Public



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Name of Debtor (Check Only One)
M 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)

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) SANDRA SLAY MAKER

Name and address where notices should be sent
JAMES L. MITCHELL
2911 TURTLE CREEK BLVD. # 1400
DULAS TX 75219

Telephone number 214/252-1888
Email Address JIM@PSYNEMITCHELL.COM

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

FILED - 69696
MOTORS LIQUIDATION COMPANY
1/K/A GENERAL MOTORS CORP
SDNY # 09-50026 (REG)

Telephone number

Check this box to indicate that this claim amends a previously filed claim
Court Claim Number (if known)
Filed on

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

1 Amount of Claim as of Date Case Filed, June 1, 2009 \$ 2,000,000
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 and charges

2 Basis for Claim PERSONAL INJURY/WRONGFUL DEATH (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

Date 12/2/09 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

PROOF OF CLAIM
Your Claim is Scheduled As Follows.



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

FOR COURT USE ONLY

December 30, 2009

The Garden City Group, Inc.
Attn: Motors Liquidation Company
P.O. Box 9386
Dublin, Ohio 43017-4286

RE: Chapter 11 Case No. 09-50026; *In Re Motors Liquidation Company, fka General Motors Corporation, et al.*

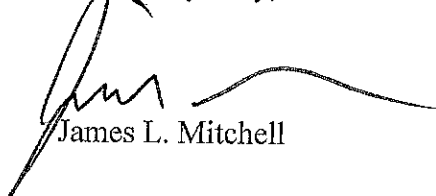
Civil Action No. CV-09-28; *Sandra Slaymaker, as personal representative of the estate of Lawrence Slaymaker, deceased, vs. General Motors Corporation, et al.*

Gentlemen:

This follows the recent filing of Creditor Sandra Slaymaker's Notice of Claim against Motors Liquidation Company, fka General Motors Corporation (see copy attached). The purpose of this letter is to advise you and the Court that said Notice of Claim was filed after the Bar Date because neither Ms. Slaymaker nor this firm received notice of the Bar Date. Accordingly, we would respectfully request that the Court grant an exception and allow the filing of Ms. Slaymaker's Notice of Claim.

Please contact me if you have any questions.

Yours very truly,


James L. Mitchell

JLM/jsb
Enclosures