

HEARING DATE AND TIME: April 26, 2011 at 9:45 a.m. (Eastern Time)
OBJECTION DEADLINE: April 19, 2011 at 4:00 pm. (Eastern Time)

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

-----X
: **Chapter 11 Case No.**
: **09-50026 (REG)**
: **(Jointly Administered)**
: **Debtors.**
: **(Jointly Administered)**
: **(Jointly Administered)**
-----X

**NOTICE OF HEARING ON MOTION OF DEBTORS
FOR ENTRY OF ORDER PURSUANT TO FED. R. BANKR. P. 9019
AND FED. R. CIV. P. 23 APPROVING AGREEMENT RESOLVING PROOF OF
CLAIM NO. 51093 AND IMPLEMENTING MODIFIED CLASS SETTLEMENT**

PLEASE TAKE NOTICE that upon the annexed Motion, dated March 14, 2011 (the “**Motion**”), of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (the “**Debtors**”), for an order, pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure and Rule 23 of the Federal Rules of Civil Procedure approving the Agreement Resolving Proof of Claim No. 51093 (the “**Agreement**”), attached to the Motion as **Exhibit “A”** implementing a settlement between class action plaintiff Jason Anderson, on behalf of himself and all others similarly situated, and the Debtors, as

defined and as more fully set forth in the Motion, a hearing will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, on **April 26, 2011 at 9:45 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a CD-ROM or 3.5 inch disk, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served in accordance with General Order M-399 and on (i) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (ii) the Debtors, c/o Motors Liquidation Company, 401 South Old Woodward Avenue, Suite 370, Birmingham, Michigan 48009 (Attn: Thomas Morrow); (iii) General Motors LLC, 400 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Joseph Samarias, Esq.); (vi) Vedder Price, P.C., attorneys for Export Development

Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (vii) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Thomas Moers Mayer, Esq., Robert Schmidt, Esq., Lauren Macksoud, Esq., and Jennifer Sharret, Esq.); (viii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis, Esq.); (ix) the U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Natalie Kuehler, Esq.); (x) Caplin & Drysdale, Chartered, attorneys for the official committee of unsecured creditors holding asbestos-related claims, 375 Park Avenue, 35th Floor, New York, New York 10152-3500 (Attn: Elihu Inselbuch, Esq. and Rita C. Tobin, Esq.) and One Thomas Circle, N.W., Suite 1100, Washington, DC 20005 (Attn: Trevor W. Swett III, Esq. and Kevin C. Maclay, Esq.); (xi) Stutzman, Bromberg, Esserman & Plifka, A Professional Corporation, attorneys for Dean M. Trafelet in his capacity as the legal representative for future asbestos personal injury claimants, 2323 Bryan Street, Suite 2200, Dallas, Texas 75201 (Attn: Sander L. Esserman, Esq. and Robert T. Brousseau, Esq.); and (xii) Girard Gibbs LLP, attorneys for class action plaintiff Jason Anderson and all others similarly situated, 601 California Street, Suite 1400, San Francisco, California 94108 (Attn: Eric H. Gibbs, Esq. and A. J. De Bartolomeo, Esq.), so as to be received no later than **April 19, 2011 at 4:00 p.m. (Eastern Time)** (the "**Objection Deadline**").

PLEASE TAKE FURTHER NOTICE that if no objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the

Motion as **Exhibit “B,”** which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: New York, New York
March 14, 2011

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

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

**MOTION OF DEBTORS FOR ENTRY
OF ORDER PURSUANT TO FED. R. BANKR. P. 9019
AND FED. R. CIV. P. 23 APPROVING AGREEMENT RESOLVING PROOF
OF CLAIM NO. 51093 AND IMPLEMENTING MODIFIED CLASS SETTLEMENT**

TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

Motors Liquidation Company (f/k/a General Motors Corporation) (“MLC”) and
its affiliated debtors, as debtors in possession (collectively, the “Debtors”), respectfully
represent:

I. Relief Requested¹

1. Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 23 of the Federal Rules of Civil Procedure (“**Rule 23**”), the Debtors respectfully request entry of that certain proposed Order Pursuant to Fed. R. Bankr. P. 9019 and Fed. R. Civ. P. Rule 23 Approving Agreement Resolving Proof of Claim No. 51093 and Implementing Modified Class Settlement (the “**Order**”) approving and ratifying that certain modified settlement agreement (the “**Agreement**”) between class action plaintiff Jason Anderson (“**Anderson**”), on behalf of himself and all others similarly situated (the “**Anderson Class**”), and the Debtors (collectively, Anderson, the Anderson Class, and the Debtors, the “**Parties**”). The Agreement is attached hereto as **Exhibit “A”** and the Order is attached hereto as **Exhibit “B.”**

2. Among other things, the Agreement sets forth the proposed settlement and resolution of Claim No. 51093 (the “**Anderson Proof of Claim**”), which is based on a previous settlement reached in a class action lawsuit brought by Jason Anderson, on behalf of himself and the Anderson Class against General Motors Corporation (“**GM**”) on May 18, 2004, in the Superior Court of the State of California, County of Los Angeles (the “**California Court**”), alleging, among other things, that GM violated the Unfair Competition Law by creating an “adjustment program” under the Motor Vehicle Warranty Adjustment Programs statute (“**MVWAP**”), Civ. Code § 1795.90 *et. seq.*, allegedly without providing the Anderson Class with certain notices and repair reimbursements (the “**Anderson Class Action**”). Entry of the Order will result in: (i) the resolution of approximately \$10,000,000.00 in claims against the

¹ All capitalized terms not otherwise defined in this Motion shall have the meanings ascribed to them in the Agreement (defined below).

Debtors' estates; and (ii) the alleviation of the financial burden, time, and uncertainty associated with litigation of the Anderson Proof of Claim and the Anderson Class Action.

II. Preliminary Statement

3. By this Motion of Debtors for Entry of Order Pursuant to Fed. R. Bankr. P. 9019 and Fed. R. Civ. P. 23 Approving Agreement Resolving Proof of Claim No. 51093 and Implementing Modified Class Settlement (the "**Motion**"), the Debtors seek to implement the settlement previously reached in the Anderson Class Action and approved by the California Court, with the requested modifications described herein and in the Agreement. The Anderson Class already has been certified by the California Court; extensive notice of the Anderson Class Action Settlement (defined below) was previously given to the Anderson Class; members of the Anderson Class already have submitted claims for settlement benefits; and the Anderson Class Action Settlement was approved by the California Court under Section 382 of the California Code of Civil Procedure—a code provision that is patterned after Rule 23. The California Court approved the Anderson Class Action settlement as fair, reasonable, and adequate, and GM previously transferred \$2,258,000.00 in escrow as earmarked for payment of attorneys' fees, costs, and an incentive award for Anderson. Pursuant to the California Court's Order Preliminarily Approving Stipulation of Settlement (the "**Preliminary Approval Order**") and final judgment (the "**Final Judgment**"), all claims by Anderson Class members were submitted to GM (as class claims administrator) and were post-marked by May 11, 2009. On June 1, 2009, before the terms of the settlement could be implemented and before GM performed any actions as class claims administrator, certain of the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"), which stayed the implementation of the Anderson Class Action settlement.

4. As a result of the commencement of these chapter 11 cases, the Debtors are unable to provide the original consideration contemplated under the Anderson Class Action Settlement to the participating members of the class—including, for certain of the class members, a free vehicle valuation and, if necessary, repair—but the Parties have reached an agreement to provide alternative treatment that is favorable to the Participating Anderson Class Members (defined below). The Agreement is fair, reasonable, and adequate and meets the standards of Rule 23. Moreover, the Agreement will result in a reduction of general unsecured claims against the Debtors’ estates. The Agreement is also the result of a collaborative effort between the Parties and the statutory committee of unsecured creditors (the “**Creditors’ Committee**”) in these chapter 11 cases and is submitted to this Court for approval with the Creditors’ Committee’s support and consent. Entry of the Order, thus, is in the best interest of the Anderson Class, the Debtors, and the Debtors’ creditors. Accordingly, the Debtors respectfully request that this Motion be granted.

III. Jurisdiction

5. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

IV. Background

A. The Anderson Class Action

6. On May 18, 2004, Anderson filed a class action complaint against GM on behalf of himself and the Anderson Class in the California Court, Case No. JCCP4396, alleging that certain Silverado trucks exhibit an abnormal engine knock or piston noise. Anderson further alleged that GM knew about this condition and that GM had a business policy under which it provided certain benefits, including a 6 year/100,000 General Motors Protection Plan (or

“GMPP”), to California owners and lessees of Silverados who complained to GM about the condition. Anderson asserted that GM’s business policy to offer a GMPP or other benefit to some consumers, but not others, who own or lease a Silverado with an abnormal engine knock or piston noise condition was an adjustment program or “secret warranty” that violates California law, including, specifically, the California MVWAP, because GM allegedly did not notify Anderson or the Anderson Class about the adjustment program or provide them with coverage under the plan.

7. Following substantial discovery, law and motion practice, class certification having been granted, a writ petition as to the form and notice of class certification having been denied, and two separate mandatory settlement conferences before a California state judge, GM and the Anderson Class reached a comprehensive claims-made stipulation of settlement of the Anderson Class Action (the “**Anderson Class Action Settlement**”). A copy of the Anderson Class Action Settlement is attached as **Exhibit “C.”** Under the terms of the settlement, after submission of the appropriate documentation, GM agreed to reimburse class members who submitted valid, timely claims for: (i) monies spent on the purchase of a GMPP that otherwise would have been available to them for free under GM’s allegedly unlawful adjustment program; and/or (ii) repair costs paid by class members to correct the abnormal engine knock or piston noise or on other specified engine repairs. GM also agreed that certain members of the Anderson Class with constant engine knock or piston noise concerns could request a free evaluation from a Chevrolet dealer and, if appropriate, obtain free repairs of the condition.²

² Specifically, under the terms of the Anderson Class Action Settlement, certain Anderson Class members who purchased a GMPP within 90 days of vehicle delivery would receive reimbursement, up to the full purchase price of the GMPP, if such class member provided a completed and signed claim form and appropriate

8. On November 18, 2008, the California Court entered the Preliminary Approval Order, a copy of which is attached hereto as **Exhibit “D.”** In that Preliminary Approval Order, the California Court set a fairness hearing for March 5, 2009 (the “**Fairness Hearing**”); set forth deadlines for objecting to the Anderson Class Action Settlement and appearing at the Fairness Hearing; approved the form of class notice (the “**Notice of Settlement**”); and approved the proposed manner of providing notice, which manner included first-class mailing of the Preliminary Approval Order to members of the Anderson Class and posting a Spanish-language version of the Notice of Settlement on Class Counsel’s (defined below) website. A copy of the Notice of Settlement is attached hereto as **Exhibit “E.”** In accordance with that Preliminary Approval Order, GM mailed notice of the class action settlement to approximately 240,000 California owners and lessees of model year 1999-2003 Silverado vehicles.

9. On March 5, 2009, the California Court conducted its Fairness Hearing and entered its Final Judgment, a copy of which is attached hereto as **Exhibit “F,”** in which it finally certified a class in the Anderson Class Action and finally approved the Anderson Class Action Settlement.³ The California Court determined that the Anderson Class satisfied Section

documentation showing piston or pin noise. (*See* Settlement Agreement ¶ 3.3 (Ex. C).) Similarly, certain Anderson Class members who purchased a GMPP after 90 days of vehicle delivery would receive reimbursement, up to the full purchase price of the GMPP, if such class member provided a completed and signed claim form and a statement made under penalty of perjury that their vehicle had piston or pin nose. (*See id.* (Ex. C).) Further, GM agreed to reimburse certain Anderson Class members for out-of-pocket repair expenses, up to seventy-five or 100% of the cost of repair, depending on the type of covered repair. (*See id.* ¶¶ 3.3, 3.6 (Ex. C).) Finally, Claimants who made a statement under penalty of perjury that, prior to the expiration of the limited warranty period, they made inquiry or expressed concerns to an authorized GM dealer about constant engine knock or piston noise and did not receive a repair, would receive a free evaluation from a dealer and a free repair if the condition was found to exist as a result of the evaluation. (*See id.* ¶ 3.5 (Ex. C).)

³ The Anderson Class included the following: “All California owners and lessees of 1999-2003 model year Chevrolet Silverados equipped with a 4.8 liter (LR4), 5.3 liter (LM7), 6.0 liter (LQ4, L59) or 8.1 liter (L18) engines who (1) Have an engine “knock, ping or slap” noise in their vehicles; and (2) Were not given notice of the condition giving rise to or the terms and conditions of GM’s Engine Knock Noise Adjustment Program.” For purposes of the

382 of the California Code of Civil Procedure (“**Section 382**”), because: (i) the Anderson Class was so numerous that joinder of all members was impracticable; (ii) there were questions of law or fact common to the Anderson Class; (iii) Anderson’s claim was typical of the claim of the Anderson Class members’ claims; (iv) Anderson would fairly and adequately assert and protect the interests of the Anderson Class under the criteria set forth in Section 382; (v) questions of fact common to the Anderson Class predominated over factual questions affecting only individual members; and (vi) a class action provided a fair and efficient method for adjudication of the controversy. (*See* Final Judgment ¶ 2 (Ex. F).)

10. The California Court also finally approved of the provisional designation of the law firm of Girard Gibbs LLP as class counsel (“**Class Counsel**”) and Anderson as the representative plaintiff (the “**Representative Plaintiff**”).

11. As set forth in the Anderson Class Action Settlement, the Final Judgment also awarded Anderson as Representative Plaintiff an incentive award in the total sum of \$7,500.00 (the “**Incentive Award**”), Class Counsel a total sum of \$1,950,000.00 in attorneys’ fees (the “**Attorneys’ Fees**”), and \$212,500.00 in documented costs and expenses (“**Documented Costs and Expenses**”).

12. In accordance with the Anderson Class Action Settlement and the Final Judgment approving the award of Attorneys’ Fees, Incentive Award, and Documented Costs and Expenses, on or about March 16, 2009, GM deposited \$2,258,000.00 in cash (the “**Anderson Class Action Settlement Deposit**”) in an account established at Union Bank of California,

Anderson Class Action Settlement and the class definition, “engine knock, ping or slap noise” has the same meaning as “Start Noise” (*i.e.*, piston or piston pin noise that occurs at initial start up and disappears shortly after the engine warms up) or “Constant Noise” (*i.e.*, piston or piston pin noise that is not Start Noise). Excluded from the Anderson Class were those California owners and lessees of 1999-2003 model year Chevrolet Silverados who timely requested to be excluded from the class.

which cash was then transferred by Class Counsel on or about May 7, 2009 to an attorney-client trust account (the “**Attorney-Client Trust Account Deposit**”) established by class counsel in the Anderson Class Action.

13. Pursuant to the Anderson Class Action Settlement and the Final Judgment, members of the Anderson Class were required to submit a settlement benefit claim form (“**Claim Form**”) to obtain the benefits of the settlement. In accordance with the Final Judgment, on March 26, 2009, Claim Forms were mailed to the approximately 240,000 members of the Anderson Class. Under the terms of the Anderson Class Action Settlement and the Final Judgment, GM agreed to act as claims administrator. The deadline for class members to submit and postmark valid and timely Claim Forms for settlement benefits (together with any necessary supporting documentation) to GM expired on May 11, 2009. Approximately 5,913 Claim Forms were submitted by Anderson Class members (collectively, the “**Participating Anderson Class Members**”).

14. The commencement of these chapter 11 cases on June 1, 2009, stayed all further implementation of the Anderson Class Action Settlement.

15. On September 16, 2009, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Rule 3003(c)(3) of the Bankruptcy Procedure Establishing the Deadline for Filing Proofs of Claim (Including Claims Under Bankruptcy Code Section 503(b)(9)) and Procedures Relating Thereto and Approving the Form and Manner of Notice Thereof (ECF No. 4079) establishing November 30, 2009 at 5:00 p.m. (Eastern) as the deadline to file proofs of claim against the Initial Debtors based on prepetition claims.

16. On November 25, 2009, the Anderson Proof of Claim, based on the Anderson Class Action Settlement, was filed with this Court, purportedly on behalf of the Anderson Class, and assigned claim number 51093. The Anderson Proof of Claim asserts a claim in the amount of \$10,000,000.00, for class consideration allegedly due pursuant to the Anderson Class Action Settlement (the “**Claim**”).⁴

17. On December 1, 2009, this Court approved and entered the Stipulation and Order Between the Debtors and the Holders of Unliquidated Dex-Cool and Anderson Claims to Allow Class Proofs of Claim for Dex-Cool and Anderson Claimants (the “**Class Claims Stipulation**”) and through which the Debtors and the holders of Unliquidated Anderson Claims, defined in the Class Claims Stipulation as the claims made in connection with the Anderson Class Action that had not yet been liquidated pursuant to the terms of the Anderson Class Action Settlement, agreed that Class Counsel could file a class-wide proof of claim on behalf of all holders of Unliquidated Anderson Claims.

B. The Agreement

18. Since the filing of the Anderson Proof of Claim, the Parties have engaged in good-faith, arms-length negotiations, and, without any admission of liability by any Party, have reached the Agreement to resolve the Anderson Proof of Claim and implement the Anderson Class Action Settlement, as modified, with this Court’s approval.

19. Because of the commencement of these chapter 11 cases, the Debtors are unable to provide the Participating Anderson Class Members with the exact consideration contemplated by the Anderson Class Action Settlement, including, among other things, the

⁴ In accordance with the Anderson Class Action Settlement, the Anderson Proof of Claim also seeks a free evaluation from a Chevrolet dealer and, if appropriate, free repairs of the condition relating to constant engine knock or piston noise concerns for certain Participating Anderson Class Members.

previously agreed upon evaluation and repair service. Accordingly, the Parties respectfully request that this Court approve the Agreement to provide, among other things, the Participating Anderson Class Members with the Total Allowed General Unsecured Claim (defined below) that is equivalent to the approximate value of the benefits that would have been provided to the Participating Anderson Class Members under the Anderson Class Action Settlement, consideration that may be more favorable to the Participating Anderson Class Members.⁵

20. The key provisions of the Agreement are summarized as follows:
 - a. Subject to execution of the Agreement by the Parties and upon entry of the Order and, unless otherwise set forth in the Agreement, the Anderson Proof of Claim shall be resolved and the Participating Anderson Class Members shall receive, in the aggregate, a single allowed general unsecured claim against MLC in the amount of \$8,853,300.00 (the “**Total Allowed Unsecured Claim**”).
 - b. Class Counsel shall be authorized to dispose of the Total Allowed Unsecured Claim such that Class Counsel can make the proper *pro rata* distribution of consideration to the Participating Anderson Class Members in accordance with the Agreement. Class Counsel shall be solely responsible for (i) distributing the cash proceeds resulting from the disposition of the Total Allowed Unsecured Claim; (ii) otherwise implementing the Agreement; and (iii) paying all expenses associated with such distribution and/or implementation.
 - c. Cash proceeds resulting from the sale or assignment of the Total Allowed Unsecured Claim shall be distributed, on a *pro rata* basis, in accordance with the following guidelines,

⁵ Under the Agreement, certain Participating Anderson Class Members may receive more favorable consideration than under the terms of the Anderson Class Action Settlement. Specifically, members of the Anderson Class who failed to submit appropriate documentation may have been unable to obtain any benefits under the Anderson Class Action Settlement. However, under the Agreement, Participating Anderson Class Members may obtain a reduced amount of reimbursement, on a *pro rata* basis, on account of their claims.

which are further set forth in the Plan of Allocation attached as **Exhibit “H”** to the Agreement:⁶

- **Reimbursement of Purchase Price of GMPP Purchased Within 90 Days of Retail Delivery.** Each Participating Anderson Class Member in this group may obtain reimbursement, on a *pro rata* basis, up to the full purchase price of the GMPP paid by such member if the Participating Anderson Class Member has supplied documentation of the GMPP value and has submitted appropriate documentation showing that his or her Silverado has or had Start Noise. If the Participating Anderson Class Member has not submitted documentation of the GMPP value but has supplied appropriate documentation showing that his or her Silverado has or had Start Noise, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis, in the amount of \$1,800.00. If the Participating Anderson Class Member has not submitted documentation of the GMPP value and has not supplied appropriate documentation showing that his or her Silverado has or had Start Noise but otherwise has a valid claim, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis, in the amount of \$900.00.
- **Reimbursement of Purchase Price of GMPP Purchased After 90 Days of Retail Delivery.** Each Participating Anderson Class Member in this group may obtain reimbursement, on a *pro rata* basis, up to the purchase price of the GMPP paid for by such member if the Participating Anderson Class Member has supplied documentation of the GMPP value and has stated under penalty of perjury that his or her Silverado has or had Start Noise. If the Participating Anderson Class Member has not submitted documentation of the GMPP value but has stated under penalty of perjury that his or her Silverado has or had Start Noise, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis, in the amount of \$1,800.00. If the Participating Anderson Class Member has not submitted documentation of the GMPP value and has not stated under penalty of perjury that his or her Silverado has or had Start Noise, but otherwise has a valid

⁶ All distributions under the Agreement will be made on a *pro rata* basis of the cash proceeds resulting from the sale or assignment of the Total Allowed Unsecured Claim.

claim, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis, in the amount of \$900.00.

- **Customer-Paid Start Noise Repair Expense Reimbursement.** Each Participating Anderson Class Member who, during the Applicable Warranty Period⁷, paid for a repair to address concerns about Start Noise for which the Participating Anderson Class Member was not fully reimbursed may be reimbursed, on a *pro rata* basis, for the out-of-pocket repair expense incurred by such member if the Participating Anderson Class Member (i) signed, completed and submitted a Claim Form stating under penalty of perjury that he or she sought the repair to address a concern about Start Noise, and (ii) submitted appropriate documentation of the repair and repair expense (such as a dealer or third-party repair order). If the Participating Anderson Class Member has not submitted appropriate documentation of the repair and repair expense, but the claim is otherwise valid, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis, in the amount of one-half (50%) of the average repair expense for this category.
- **Other Customer-Paid Covered Engine Repairs.** Each Participating Anderson Class Member who paid for other Covered Engine Repairs⁸ for which the Participating Anderson Class Member was not fully reimbursed may be reimbursed, on a *pro rata* basis, for 75% of the out-of-pocket Covered Engine Repair expense incurred by such member if the Participating Anderson Class Member submitted appropriate documentation of the repair and repair expense (such as a dealer or third-party repair order) and signed, completed and submitted a Claim Form stating

⁷ For purposes of eligibility for this settlement benefit, “**Applicable Warranty Period**” shall mean the GM Limited New Vehicle Warranty period (3 years or 36,000 miles, whichever comes first) except that for those Anderson Class members who purchased a GMPP, the time and mileage limitations for reimbursement of repair expenses under this paragraph shall be those set forth in the Participating Anderson Class Member’s GMPP (for example, 4 years or 50,000 miles, whichever comes first).

⁸ For purposes of eligibility for this settlement benefit, “**Covered Engine Repairs**” shall include only unreimbursed repair expense for the following engine components: cylinder block; heads; crankshaft and bearings; crankshaft seals - front and rear; camshaft and bearings; connecting rods and pistons; valve train (including valve seals, valve covers and internal parts); timing gears; timing chain/belt and cover; oil pump, oil pump housing; oil pan; engine seals and gaskets; lubricated internal engine parts; water pump; intake and exhaust manifolds; flywheel; harmonic balancer; and engine mounts.

under penalty of perjury that (i) he or she made inquiry or expressed concern to an authorized GM dealer or GM about start noise prior to expiration of the GM Limited New Vehicle Warranty Period (3 years or 36,000 miles after retail sale or lease, whichever came first), and (ii) an un-reimbursed expense was incurred within the earlier of 6 years or 100,000 miles of retail delivery, whichever came first. If the Participating Anderson Class Member has not submitted appropriate documentation of the repair and repair expense, but the claim is otherwise valid, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis, for one-half (50%) of the average amount of the reimbursable Covered Engine Repair expenses for this category (*e.g.*, 75% of the out-of-pocket Covered Engine Repair expenses incurred by Participating Anderson Class Members in this category).

- **Constant Noise Repair Expense Reimbursement.** Each Participating Anderson Class Member who signed, completed and submitted a Claim Form stating under penalty of perjury that, prior to the expiration of the GM Limited New Vehicle Warranty (3 years or 36,000 miles after retail sale or lease, whichever came first), he or she made inquiry or expressed concern to an authorized GM dealer or GM about constant noise and did not receive a repair, may be reimbursed, on a *pro rata* basis, in the amount of \$1,800.00. If the Participating Anderson Class Member has submitted an incomplete Claim Form but the claim is otherwise valid, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis, in the amount of \$900.00.

- d. Upon entry of the Order, Anderson, the Anderson Class, and their affiliates, successors and assigns, and their agents, insurers, representatives, administrators, executors, trustees, and attorneys, shall have no further right to payment from the Debtors, their affiliates, their estates or their respective successors or assigns, including GM or its successors in interest (collectively, the “**Debtor Parties**”).⁹

⁹ Nothing in the Agreement is intended by the Parties to be a release, settlement, or waiver by the Debtor Parties of any claims, including any claims, liabilities, obligations, rights, damages, causes of action, debts, or losses arising out of, concerning, or related to the Anderson Class Action Settlement Deposit, the Attorney-Client Trust Account Deposit, or interest earned thereon. Similarly, nothing in the Agreement is intended by the Parties to be a release, settlement, or waiver by Anderson, the Anderson Class, and their affiliates, successors and assigns, and their agents, insurers, representatives, administrators, executors, trustees and attorneys (collectively, the “**Anderson**

V. **The Relief Requested Should Be Approved by the Court Pursuant to Bankruptcy Rule 9019**

21. Bankruptcy Rule 9019 provides, in part, that “[o]n motion by the [debtor-in-possession] and after notice and a hearing, the court may approve a compromise or settlement.” Fed. R. Bankr. P. 9019(a). This rule empowers bankruptcy courts to approve settlements “if they are in the best interests of the estate.” *Vaughn v. Drexel Burnham Lambert Group, Inc. (In re Drexel Burnham Lambert Group, Inc.)*, 134 B.R. 499, 505 (Bankr. S.D.N.Y. 1991). A decision to accept or reject a compromise or settlement is within the sound discretion of this Court. *See id.*; *see also* 9 Collier on Bankruptcy ¶ 9019.02 (15th ed. rev. 2001). The settlement need not result in the best possible outcome for the debtor but must not “fall below the lowest point in the range of reasonableness.” *In re Drexel Burnham Lambert Group*, 134 B.R. at 505.

22. Relying on the guiding language of *Protective Committee for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424, *reh’d denied*, 391 U.S. 909 (1968), courts in this Circuit have set forth the following factors regarding the reasonableness of such settlements:

- (1) the probability of success in the litigation;
- (2) the difficulties associated with collection;
- (3) the complexity of the litigation, and the attendant expense, inconvenience, and delay; and
- (4) the paramount interests of the creditors.

Parties”) or Class Counsel of any defenses to any claims asserted by the Debtor Parties arising out of, concerning, or related to the Anderson Class Action Settlement Deposit, the Attorney-Client Trust Account Deposit, or interest earned thereon, or the assertion of a claim by the Anderson Parties or Class Counsel against the Debtors or their bankruptcy estates pursuant to Section 502(h) of the Bankruptcy Code.

In re Drexel Burnham Lambert Group, Inc., 960 F.2d 285, 292 (2d Cir. 1992), *cert. dismissed*, 506 U.S. 1088 (1993); *In re Iridium Operating LLC*, 478 F.3d 452, 462 (2d Cir. 2007); *In re Ionosphere Clubs, Inc.*, 156 B.R. 414, 428 (S.D.N.Y. 1993), *aff'd*, 17 F.3d 600 (2d Cir. 1994); *In re Purofied Down Prods. Corp.*, 150 B.R. 519, 522 (S.D.N.Y. 1993). The decision to approve a particular settlement lies within the sound discretion of the bankruptcy Court. *Mach. Terminals, Inc. v. Woodward (In re Albert-Harris, Inc.)*, 313 F.2d 447, 449 (6th Cir. 1963). It is the responsibility of the court to examine a settlement and determine whether it “falls below the lowest point in the range of reasonableness.” *In re Dow Corning Corp.*, 198 B.R. 214, 222 (Bankr. E.D. Mich. 1996). For the reasons set forth below, the Debtors respectfully submit that the Agreement meets this standard.

23. The Agreement falls well within the range of reasonableness, as it is fair and equitable and in the paramount interest of the Debtors and their creditors. While the Parties dispute factual and legal issues relevant to the disposition of some or all of each other’s claims, and, therefore, dispute the probability of success, the settlement represents a fair compromise of the Anderson Proof of Claim. Settlement at this stage avoids the expense, inconvenience, uncertainty, and delay that would be caused by relitigating any of the issues resolved by the Anderson Class Action Settlement and further negotiated in the Agreement to the benefit of the Debtors’ estates.

24. The Agreement alleviates the financial burden, time, and uncertainty associated with continued litigation of the Anderson Proof of Claim and the Anderson Class Action Settlement.

25. Moreover, approval of the Agreement comports with this Court’s October 6, 2009 Order Pursuant to 11 U.S.C. §105(a) and Fed. R. Bankr. P. 3007 and 9019(b)

Authorizing the Debtors to (I) File Omnibus Claims Objections and (II) Establish Procedures for Settling Certain Claims (the “**De Minimis Order**”), (ECF No. 4180). The De Minimis Order states, in relevant part, the following:

If the Settlement Amount for a Claim is not a De Minimis Settlement Amount *but is less than or equal to \$50 million*, the Debtors will submit the proposed settlement to the Creditors’ Committee. Within five (5) business days of receiving the proposed settlement, the Creditors’ Committee may object or request an extension of time within which to object. If there is a timely objection made by the Creditors’ Committee, the Debtors may either (a) renegotiate the settlement and submit a revised notification to the Creditors’ Committee or (b) file a motion with the Court seeking approval of the existing settlement under Bankruptcy Rule 9019 on no less than 10 days’ notice. *If there is no timely objection made by the Creditors’ Committee or if the Debtors receive written approval from the Creditors’ Committee of the proposed settlement prior to the objection deadline (which approval may be in the form of an email from counsel to the Creditors’ Committee), then the Debtors may proceed with the settlement.*

26. In accordance with this De Minimis Order, the Agreement, including the Total Allowed Unsecured Claim, was submitted to the Creditors’ Committee, which informed the Debtors that it has no objection to either the Agreement as a whole or to the Total Allowed Unsecured Claim provided for in of the Agreement.

27. The Debtors submit that the Agreement falls well within the range of reasonableness, is in the best interests of the Debtors’ estates and their creditors, and should be approved as a sound exercise of the Debtors’ business judgment. Accordingly, the Debtors respectfully request the entry of the Order.

VI. The Settlement Should Be Approved by this Court Under Rule 23

28. The Agreement should also be approved pursuant to Rule 23.

29. Federal courts have long expressed a preference for the negotiated resolution of litigation. *See Williams v. First Nat'l Bank*, 216 U.S. 582, 595 (1910) (“Compromises of disputed claims are favored by the courts.”). A general policy favoring settlement exists, especially with respect to class actions. *See, e.g., In re AMC Realty Corp.*, 270 B.R. 132, 145-46 (Bankr. S.D.N.Y. 2001) (recognizing that “settlements are favored in federal law and the prompt resolution of claims and disputes makes the compromise of claims of particular importance in the bankruptcy reorganization”) (internal quotation marks omitted); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 116 (2d Cir.) (“We are mindful of the ‘strong judicial policy in favor of settlements, particularly in the class action context.’”) (citation omitted), *cert. denied*, 544 U.S. 1044 (2005); *Weinberger v. Kendrick*, 698 F.2d 61, 73 (2d Cir. 1982) (“There are weighty justifications, such as reduction of litigation and related expenses, for the general policy favoring the settlement of litigation.”), *cert. denied*, 464 U.S. 818 (1983).

(a) The Anderson Class Satisfies Rules 23(a) and 23(b)

30. “Before certification is proper for any purpose—settlement, litigation, or otherwise—a court must ensure that the requirements of Rule 23(a) and (b) have been met.” *Denney v. Deutsche Bank AG*, 443 F.3d 253, 270 (2d Cir. 2006). “Rule 23(a) and (b) standards apply equally to certifying a class action for settlement or for trial, with one exception.” *Manual for Complex Litigation* § 21.132 (4th ed. 2004) (emphasis added). “Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems,” under Rule 23(b)(3)(D). *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

31. The Parties stipulate, solely for the purposes of settlement, that the Anderson Class meets the standards of Rules 23(a) and (b). Specifically, the Parties submit that

this Court should adopt the California Court’s findings with respect to the certification of the Anderson Class under California Section 382 and find that the Anderson Class meets the standards of Rule 23.

32. The California Court’s findings in its in its Preliminary Approval Order and Final Judgment further demonstrate the satisfaction of Rules 23(a) and (b). In those orders, the California Court found that:

- The Anderson Class is so numerous that joinder of all members is impracticable;
- There are questions of law or fact common to the Anderson Class;
- Anderson’s claim, as a representative party, is typical of the claims of the Anderson Class Members;
- Anderson will fairly and adequately assert and protect the interests of the Anderson Class;
- Questions of fact common to the Anderson Class predominate over factual questions affecting only individual members; and
- The Anderson Class Action provides a fair and efficient method for adjudication of the controversy. (*See* Final Judgment ¶ 2 (Ex. F).)

33. The California Supreme Court has recognized that the requirements for class certification under Rule 23(a) are “analogous to the requirements for class certification under Code of Civil Procedure section 382.” *In re Tobacco II Cases*, 207 P.3d 20, 33 (Cal. 2009); *Fireside Bank v. Superior Court*, 155 P.3d 268, 281 (Cal. 2007) (identifying requirements for class action under section 382). To this end, California courts look to federal class action law

“when seeking guidance on issues of class action procedure.” *In re Tobacco II Cases*, 207 P.3d at 33.

34. Accordingly, this Court should adopt the findings of the California Court in its Preliminary Approval Order and Final Judgment and find that the Anderson Class satisfies Rules 23(a) and 23(b) solely for the purposes of the Agreement.

(b) The Agreement Satisfies Rule 23(e)

35. This Court should also find that the Agreement satisfies Rule 23(e)(2).

36. Rule 23(e) requires court approval of a class action settlement. The standard for reviewing the proposed settlement of a class action in the Second Circuit, as in other circuits, is whether the proposed settlement is “*fair, reasonable and adequate.*” *In re Luxottica Group S.p.A. Sec. Litig.*, 233 F.R.D. 306, 310 (E.D.N.Y. 2006) (emphasis added); *see In re Indep. Energy Holdings PLC*, No. 00-CIV-6689 (SAS), 2003 WL 22244676, at *9 (S.D.N.Y. Sept. 29, 2003). In reviewing the reasonableness of a proposed class action settlement, courts are cautioned against substituting their judgment for that of the parties who negotiated the settlement or conducting a mini-trial on the merits of the action. *See Weinberger*, 698 F.2d at 74; *In re Milken & Assocs. Sec. Litig.*, 150 F.R.D. 46, 53 (S.D.N.Y. 1993). To that end, the Second Circuit has established the following factors as relevant in evaluating class action settlements: (i) the complexity, expense and likely duration of the litigation; (ii) the reaction of the class to the settlement; (iii) the stage of the proceedings and the amount of discovery completed; (iv) the risks of establishing liability; (v) the risks of establishing damages; (vi) the risks of maintaining the class action through the trial; (vii) the ability of the defendants to withstand a greater judgment; (viii) the range of reasonableness of the settlement fund in light of the best possible recovery; and (ix) the range of reasonableness of the settlement fund to a possible recovery in

light of all the attendant risks of litigation. *See In re Indep. Energy Holdings PLC*, 2003 WL 22244676, at *3; *accord In re Luxottica Group S.p.A. Sec. Litig.*, 233 F.R.D. at 311.

37. Here, there can be no doubt that the Agreement should be approved based on the foregoing factors. Absent the Agreement, the Parties would have faced the expense and duration of a lengthy and complex trial of the Anderson Class Action. *See City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974), *abrogated on other grounds by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000). At a minimum, litigation of the Anderson Class Action would have involved numerous fact witnesses, experts, hundreds of documents, pre-trial motions, and likely post-trial motions and appeal. Additionally, despite notice of the Anderson Class Action Settlement being mailed *twice*, no objections to the settlement were received. *See In re Indep. Energy Holdings PLC*, 2003 WL 22244676, at *3. Further, the relatively advanced stage of the Anderson Class Action litigation provided counsel with more than enough information to assess the strengths and weaknesses of their case as well as the risks of damages. Indeed, the Anderson Class Action litigation has been ongoing since May 2004 and has involved two separate and lengthy court-ordered settlement conferences before a California state court judge; extensive document and deposition discovery; and significant law and motion practice.

38. The Agreement also is fair, reasonable and adequate. While the Claim will be settled for approximately \$1.2 million *less* than the amount asserted in the Anderson Proof of Claim, the Participating Anderson Class Members will largely obtain a general unsecured claim in the amount they would have received pre-bankruptcy. And, for those Participating Anderson Class Members who had “constant noise” and may have been eligible to receive a noise evaluation and repair from an authorized Chevrolet dealer, the Agreement

contemplates that, once the Total Allowed Unsecured Claim is converted to cash or monetized under the terms of the Agreement, Participating Anderson Class Members who signed, completed and submitted a Claim Form stating under penalty of perjury that, prior to the expiration of the GM Limited New Vehicle Warranty, he or she made inquiry or expressed concern to an authorized GM dealer or GM about constant noise and did not receive a repair, will obtain reimbursement, on a *pro rata* basis, in the amount of \$1,800.00. Moreover, if such a Participating Anderson Class Member submitted an incomplete Claim Form but the claim for “constant noise” is otherwise valid, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis, in the amount of \$900.00.

39. Further, the settlement amount is reasonable. Pursuant to the Agreement, the Claim will immediately be estimated in the amount of \$8,853,300.00. The Parties agreed on this amount after a detailed review of approximately 1,000 of the Participating Anderson Class Members’ claims and extensive negotiations.

40. Finally, the Agreement is the result of numerous, arms-length negotiations between the Parties and their respective counsel concerning modification of the Anderson Class Action Settlement. *See In re Indep. Energy Holdings PLC*, 2003 WL 22244676, at *3; *In re Luxottica Group S.p.A. Sec. Litig.*, 233 F.R.D. at 311.

41. Based on the foregoing, this Court should find that the Agreement satisfies Rule 23(e)(2).

(c) No Additional Notice Is Required

42. The Notice of Settlement adopted and approved by the Parties and the California Court was in full compliance with the notice requirements of due process, federal law, the Constitution of the United States, and any other applicable law, and this Court need not

require any new notice to be given to the Anderson Class. *See Green v. Am. Express Co.*, 200 F.R.D. 211, 212 (S.D.N.Y. 2001); *In re Nazi Era Cases Against German Defendants Litig.*, 198 F.R.D. 429, 441 (D.N.J. 2000); 6 Herbert Newberg & Alba Conte, *Newberg on Class Actions*, § 11.72 (4th ed. 2002).

43. In *Rosenberg v. XO Communications, Inc. (In re XO Communications, Inc.)*, the Southern District of New York Bankruptcy Court approved a stipulation that the debtor need not provide new notice to all potential class action members of a Rule 9019 motion settling the class action when notice of class action settlement had already been provided in the state court settlement. *See* 330 B.R. 394, 409-410 (Bankr. S.D.N.Y. 2005).

44. Here, the California Court previously ordered that the Notice of Settlement be effected by direct mailing notice of the settlement *twice* to 240,000 California owners and lessees of model year 1999-2003 Silverado vehicles—once after the Preliminary Approval Order and again after the Final Judgment. Those notices resulted in the submission of Claim Forms and the identification of the Participating Anderson Class Members. This Court should also find that the Notice of Settlement was previously provided in full compliance with the notice requirements of due process, federal law, the Constitution of the United States, and all other applicable law. Indeed, based on the Parties’ stipulation, this Court previously ordered that notice on Class Counsel was sufficient to notify all members of the Anderson Class Action, including the Participating Anderson Class Claims. (*See* Stipulation of Settlement, attached hereto as **Exhibit “G,”** at 2 (“Notice to the undersigned class counsel shall be, and shall be deemed to be, sufficient notice to all class members in the Dex-Cool Class Action and the Anderson Class Action.”).)

45. The changes to the Anderson Class Action Settlement that the Parties agreed to in order to implement the settlement after GM's bankruptcy and that are contained in the Agreement do not require that any new or additional notice be given, particularly where, as here, the changes resulted in terms that provide the Participating Anderson Class Members with the Total Allowed Unsecured Claim that is equivalent to the approximate value of the benefits that would have been provided to the Participating Andersen Class Members under the Anderson Class Action Settlement.

46. Moreover, the Debtors have already paid for notice to the Anderson Class and have *not* agreed to pay for any further notice; in fact the Agreement will be void if any further notice is required by this Court. (*See* Agreement ¶ 1 (“The Parties further acknowledge and agree that, in the unlikely event that this Court requires any further notice to the Anderson Class, this Agreement shall be void and the Parties shall no longer be bound by this Agreement.”).) In these circumstances, no additional notice should be required. *See Green*, 200 F.R.D. at 213 (ordering that “no notice be served when the cost of notice, to say nothing of the postage, would jeopardize, and likely destroy, the hard fought settlement agreement that the parties have presented to this Court”); *cf. Hainey v. Parrott*, 617 F. Supp. 2d 668, 679 (S.D. Ohio 2007) (“Furthermore, establishing a second opt-out period would not be in the best interests of the class because it would result in additional administrative costs, which in turn reduces the amount available for distribution.”).

47. Finally, there is no evidence of any collusion between the Parties to the Agreement, further indicating that no additional notice is required. *See Green*, 200 F.R.D. at 213 (ordering no notice of settlement be given when “[f]irst, and most significantly, there is no evidence of collusion between the parties”); *Selby v. Principal Mut. Life Ins. Co.*, No. 98 Civ.

5283 (RLC), 2003 WL 22772330, at *4 (S.D.N.Y. Nov. 21, 2003) (ordering no notice of settlement be given “where is no evidence of collusion between the parties, and the settlement negotiations were conducted at arms-length”).

48. Based on the foregoing, this Court should find that the dissemination of the Notice of Settlement satisfied the requirements of Rule 23(e) and due process, and no new notice need be given regarding the Agreement.

VII. Notice

49. Notice of this Motion has been provided to (i) Class Counsel, P.C., attorneys for Anderson and the Anderson Class, Girard Gibbs LLP (Attn.: Eric H. Gibbs, Esq. and A. J. De Bartolomeo, Esq.), 601 California Street, Suite 1400, San Francisco, California 94108; and (ii) parties in interest in accordance with the Fifth Amended Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 1015(c) and 9007 Establishing Notice and Case Management Procedures, dated January 3, 2011 (ECF. No. 8360). The Debtors submit that such notice is sufficient and no other or further notice need be provided.

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

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

Dated: New York, New York
March 14, 2011

/s/ Joseph H. Smolinsky _____

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Debtors in Possession

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

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

**AGREEMENT RESOLVING PROOF OF CLAIM NO. 51093
AND IMPLEMENTING MODIFIED CLASS SETTLEMENT**

This Agreement Resolving Proof of Claim No. 51093 and Implementing Modified Class Settlement (the "Agreement") is entered into as of March 14, 2011 (the "Effective Date") by and among Motors Liquidation Company ("MLC") and its affiliated debtors, as debtors in possession (collectively, the "Debtors"), and Plaintiff Jason Anderson ("Anderson"), on behalf of himself and the Anderson Class (defined below) (Anderson, together with the Debtors, collectively, the "Parties").

WHEREAS, Anderson filed a class action complaint on behalf of himself and the Anderson Class against General Motors Corporation ("GM") on May 18, 2004, in the Superior Court for the State of California, County of Los Angeles (the "California Court"), Case No. JCCP4396, alleging that GM violated California law, specifically the Unfair Competition Law ("UCL"), by creating an "adjustment program" under the Motor Vehicle Warranty Adjustment Programs statute ("MVWAP"), Civ. Code § 1795.90 *et. seq.*, allegedly without providing the Anderson Class with certain adjustment program notices and repair reimbursements concerning certain Silverado trucks allegedly exhibiting an abnormal engine knock or piston noise (the "Anderson Class Action"). A copy of the First Amended Anderson Class Action Complaint is attached as Exhibit "A";

EXECUTION VERSION

WHEREAS, the California Court issued the order granting class certification on November 8, 2006, a copy of which is attached as Exhibit “B”;

WHEREAS, following substantial discovery, law and motion practice, class certification having been granted, a writ petition as to the form and notice of class certification having been denied, and two separate mandatory settlement conferences before a California state judge, GM and the Anderson Class reached a comprehensive claims-made stipulation of settlement of the Anderson Class Action (the “Anderson Class Action Settlement”), a copy of which is attached as Exhibit “C.”

WHEREAS, under the terms of the settlement, GM agreed to reimburse class members who submitted valid, timely claims for: (i) monies spent on the purchase of a General Motors Protection Plan (the “GMPP”) that otherwise would have been available to them for free under GM’s allegedly unlawful adjustment program; and/or (ii) repair costs paid by class members to correct the abnormal engine knock or piston noise or on other specified engine repairs. GM also agreed that members of the Anderson Class with constant engine knock or piston noise concerns could request a free evaluation from a Chevrolet dealer and, if appropriate, obtain free repairs of the condition;

WHEREAS, on November 18, 2008, the California Court entered the Preliminary Approval Order (the “Preliminary Approval Order”), a copy of which is attached hereto as Exhibit “D,” in which the California Court set a fairness hearing for March 5, 2009; set forth deadlines for objecting to the Anderson Class Action Settlement and appearing at the fairness hearing (the “Fairness Hearing”); approved the form of class notice (the “Class Action Settlement Notice”); approved the manner of providing notice, and preliminarily certified the following class: “All California owners and lessees of 1999-2003 model year Chevrolet Silverados equipped with a 4.8 liter (LR4), 5.3 liter (LM7), 6.0 liter (LQ4, L59) or 8.1 liter (L18) engines who (1) have an engine “knock, ping or slap” noise in their vehicles; and (2) were not given notice of the condition giving rise to or the terms and conditions of GM’s Engine Knock Noise Adjustment Program” (collectively, the “Anderson Class”). For purposes of the Anderson Class Action Settlement and the class definition, “engine knock, ping or slap noise” was defined to have the same meaning as “Start Noise” (*i.e.*, piston or piston pin noise that occurs at initial start up and disappears shortly after the engine warms up) or “Constant Noise” (*i.e.*, piston or piston pin noise that is not Start Noise). Excluded from the Anderson Class were those California owners and lessees of 1999-2003 model year Chevrolet Silverados who timely requested to be excluded from the class;

WHEREAS, in accordance with that Preliminary Approval Order, GM mailed notice of the class action settlement, by first class mail, to approximately 240,000 California owners and lessees of model year 1999-2003 Silverado vehicles, a copy of which notice is attached hereto as Exhibit “E,” and also posted a Spanish-language version of the Class Action Settlement Notice on Class Counsel’s (defined below) website;

WHEREAS, on March 5, 2009, the California Court conducted its Fairness Hearing and entered its Final Judgment, a copy of which is attached as Exhibit “F,” in which it certified the Anderson Class and finally approved the Anderson Class Action Settlement. In the Final Judgment, the California Court determined that the Anderson Class satisfied Section 382 of

the California Code of Civil Procedure (“Section 382”), because: (i) the Anderson Class was so numerous that joinder of all members was impracticable; (ii) there were questions of law or fact common to the Anderson Class; (iii) Anderson’s claim was typical of the claim of the Anderson Class members’ claims; (iv) Anderson would fairly and adequately assert and protect the interests of the Anderson Class under the criteria set forth in Section 382; (v) questions of fact common to the Anderson Class predominated over factual questions affecting only individual members; and (vi) a class action provided a fair and efficient method for adjudication of the controversy;

WHEREAS, in the Final Judgment, the California Court also finally approved of the provisional designation of the law firm of Girard Gibbs LLP as class counsel (“Class Counsel”) and Anderson as the representative plaintiff (the “Representative Plaintiff”), and also awarded Anderson as Representative Plaintiff an incentive award in the total sum of \$7,500.00 (the “Incentive Award”), and Class Counsel a total sum of \$1,950,000.00 in attorneys’ fees (the “Attorneys’ Fees”) and \$212,500.00 in documented costs and expenses (“Documented Costs and Expenses”);

WHEREAS, in accordance with the Anderson Class Action Settlement and the Final Judgment approving the award of Attorneys’ Fees, Incentive Award, and Documented Costs and Expenses, on or about March 16, 2009, GM deposited \$2,258,000.00 in cash (the “Anderson Class Action Settlement Deposit”) in an account established at Union Bank of California, which cash was then transferred by Class Counsel on or about May 7, 2009 to an attorney-client trust account (the “Attorney-Client Trust Account Deposit”) established by Class Counsel in the Anderson Class Action;

WHEREAS, pursuant to the Anderson Class Action Settlement and Final Judgment, members of the Anderson Class were required to submit a claim form (“Claim Form”) to obtain the benefits of the settlement. Accordingly, on March 26, 2009, GM as acting claims administrator, mailed Claim Forms to the approximately 240,000 members of the Anderson Class;

WHEREAS, the deadline for class members to submit and postmark valid and timely Claim Forms for settlement benefits (together with any necessary supporting documentation) to GM expired on May 11, 2009, and approximately 5,913 Claim Forms were submitted by Anderson Class members (collectively, the “Participating Anderson Class Members”);

WHEREAS, on June 1, 2009, certain of the Debtors, including GM (the “Initial Debtors”) commenced voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) before the United States Bankruptcy Court for the Southern District of New York (the “Court”), Case No. 09-50026 (REG). The bankruptcy stayed all proceedings relating to the implementation of the Anderson Class Action Settlement;

WHEREAS, on September 16, 2009, this Court entered the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Rule 3003(c)(3) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) Establishing the Deadline for Filing Proofs of Claim (Including Claims Under Bankruptcy Code Section 503(b)(9)) and Procedures Relating

There to and Approving the Form and Manner of Notice Thereof establishing November 30, 2009 at 5:00 p.m. (Eastern) as the deadline to file proofs of claim against the Initial Debtors based on prepetition claims;

WHEREAS, on November 25, 2009 a proof of claim based on the Anderson Class Action Settlement was filed with this Court on behalf of the Anderson Class and assigned claim number 51093 (the "Anderson Proof of Claim"), asserting a claim in the amount of \$10,000,000.00, for class consideration allegedly due pursuant to the Anderson Class Action Settlement for claim amounts due to the Participating Anderson Class Members (the "Claim");

WHEREAS, due to GM's bankruptcy, Debtors are unable to provide the Participating Anderson Class Members with the benefits originally envisioned in the Anderson Class Action Settlement, and, accordingly, the Parties request that this Court approve this Agreement to provide the Participating Anderson Class Members with the Total Allowed General Unsecured Claim (defined below) that is equivalent to the approximate value of those benefits;

WHEREAS, on December 1, 2009, this Court approved and entered the Stipulation and Order Between the Debtors and the Holders of Unliquidated Dex-Cool and Anderson Claims to Allow Class Proofs of Claim for Dex-Cool and Anderson Claimants (the "Class Claims Stipulation"), a copy of which is attached hereto as Exhibit "G," and through which the Debtors and the holders of Unliquidated Anderson Claims, defined in the Class Claims Stipulation as the claims made in connection with the Anderson Class Action that had not yet been liquidated pursuant to the terms of the Anderson Class Action Settlement, agreed that Class Counsel could file a class-wide proof of claim on behalf of all holders of Unliquidated Anderson Claims; and

WHEREAS after good-faith, arms' length negotiations, the Parties have reached an agreement to resolve the Anderson Proof of Claim and implement the Anderson Class Action Settlement through this Agreement;

NOW, THEREFORE, in consideration of the foregoing, it is hereby stipulated and agreed by the Parties that:

1. The Parties will jointly seek Court approval of this Agreement and seek to secure any factual findings or legal conclusions necessary to effectuate the purposes and goals of this Agreement and final approval thereof. In particular, promptly after execution of this Agreement by all Parties, the Debtors shall file a motion seeking Court approval of the Agreement pursuant to Federal Rule of Bankruptcy Procedure 9019 and Rule 23 of the Federal Rules of Civil Procedure (the "Motion"). The Motion will confirm that under the terms of this Agreement, the only relief sought by the Anderson Class is the Total Allowed Unsecured Claim (as defined below) and that no other claims or amounts are sought from Debtors or asserted by the Anderson Class against Debtors. The Motion will also confirm that, for purposes of this Court approving this Agreement only, the Parties acknowledge and stipulate to the validity of the Anderson Class's certification in the Anderson Class Action; that this Court, for purposes of granting the Motion, may take judicial notice of the March 5, 2009 order issued in the Anderson Class Action certifying the Anderson Class under Rule 382; and that this Court, in considering

the Motion and implementation of the Anderson Class Action Settlement, need only address the class-action settlement factors addressed in Federal Rule Civil Procedure 23(e) (“Rule 23(e)”). Specifically, the Parties agree to request that this Court adopt the Notice of Settlement in the Anderson Class Action as sufficient under Rule 23(e) and find that it is not necessary to provide any further notice to the Anderson Class. Since the notice was previously provided to the Anderson Class in accordance with due process, the Anderson Parties (defined below) hereby acknowledge and agree that the Debtors shall not be responsible for any costs related to any further notice that this Court may order in connection with the implementation of this Agreement. The Parties further acknowledge and agree that, in the unlikely event that this Court requires any further notice to the Anderson Class, this Agreement shall be void and the Parties shall no longer be bound by this Agreement. It is acknowledged by the Parties that the Debtors’ agreement not to challenge certification or Class Counsel’s authority (through this Agreement and the Class Claims Stipulation) to proceed under Rule 7023 of the Federal Rules of Bankruptcy Procedure to file the Anderson Proof of Claim is based solely on the unique facts and circumstances of this particular Claim.

2. This Agreement is subject to and shall be binding on the Parties only upon Court approval. “Court Approval” shall mean the entry by this Court in *In re Motors Liquidation Company, et al.*, Chapter 11 Case No. 09-50026 (REG), after notice and a hearing, of an order approving this Agreement, substantially in the form attached hereto as Exhibit “I”, (the “Court Order”). “Court Approval Date” shall mean the date upon which the Court Order becomes Final (as defined below). In the event Court Approval is not granted or similar relief is not otherwise provided by this Court or in the event that the Court Approval Date does not occur, this Agreement shall be deemed to be null and void and no Party shall have any obligations to another Party arising out of this Agreement, save and except for the obligations and/or provisions set forth in Paragraphs 7, 8, 10, 12, 14, 15, and 16 hereof, which provisions are intended to survive the expiration or earlier termination of this Agreement. “Final” shall mean that the Court Order has been entered by this Court, and (i) the time to appeal or petition for certiorari has expired and no timely appeal or petition for certiorari shall then be pending, or (ii) if a timely appeal or writ of certiorari thereof has been sought, that the Court Order shall have been affirmed by the highest court to which such Court Order was appealed, or *certiorari* shall have been denied or reargument or rehearing on remand shall have been denied or resulted in no material modification of such Court Order, and the time to take any further appeal, petition for *certiorari*, or move for modification of such Court Order, or move for reargument or rehearing, or move for a new trial or to amend the judgment under Rule 59 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or other rules governing procedure in cases before this Court shall have expired; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or other rules governing procedure in cases before this Court, may be filed with respect to such Court Order shall not cause such Court Order not to be Final.

3. Subject to and upon execution by all Parties to this Agreement, the Anderson Proof of Claim shall be treated as an allowed general unsecured claim against MLC in the amount of \$8,853,300.00 (the “Total Allowed Unsecured Claim”). Regardless of any challenge to this Agreement or the failure of this Agreement to become effective the Parties hereby agree that the Anderson Proof of Claim shall be estimated to be \$8,853,300.00 for all purposes, including for Plan confirmation and distribution purposes.

4. As consideration for the Agreement, including the release contained herein, on the Court Approval Date, the Participating Anderson Class Members shall be granted the Total Allowed Unsecured Claim, which shall constitute, in the aggregate, a single allowed general unsecured claim by the Participating Anderson Class Members collectively against MLC in the amount of \$8,853,300.00. Class Counsel is authorized, following the Court Approval Date and without any additional approval from this Court, to (i) sell, transfer, assign, and/or otherwise monetize the Total Allowed Unsecured Claim, either individually or through a broker, and/or (ii) monetize any shares, warrants, options or other property received from Debtors on account of the Total Allowed Unsecured Claim as part of any confirmed Chapter 11 plan or plans in these chapter 11 cases (the “Plan”) in any commercially reasonable manner. The resulting cash proceeds from the foregoing activities shall be utilized by Class Counsel to make distributions, on a *pro rata* basis, to the Participating Anderson Class Members in accordance with the allocation plan (the “Plan of Allocation”) attached hereto as Exhibit “H.” Class Counsel is solely responsible for administration and implementation of the Plan of Allocation and distribution of the cash proceeds resulting from the Total Allowed Unsecured Claim in accordance with this Agreement, and in no event shall the Debtors be responsible or liable for the administration of the Anderson class; administration or distribution of cash proceeds from the Total Allowed Unsecured Claim; or implementation of the Plan of Allocation. Each of the Parties understands, agrees, and acknowledges that the *pro rata* nature of the reimbursement payments under each of the foregoing shall be paid from the cash proceeds resulting from the disposition, by Class Counsel, of the Total Allowed Unsecured Claim. The Participating Anderson Class Members acknowledge and agree that the resulting cash proceeds likely will be insufficient to pay Participating Anderson Class Members in full.

5. Upon entry of the Court Order and receipt by Class Counsel, on behalf of the Participating Anderson Class Members, of the Total Allowed Unsecured Claim, the Parties agree that the Claim and the Anderson Proof of Claim shall be superseded and replaced by the Total Allowed Unsecured Claim and the claims docket or registry may be so modified and amended without further order of this Court. Within ten (10) business days of the date of entry of the Court Order, Anderson, as represented by Class Counsel, shall file the Court Order with the California Court.

6. Upon entry by this Court of the Court Order and unless otherwise set forth herein, Anderson, the Anderson Class, and their affiliates, successors and assigns, and their agents, insurers, representatives, administrators, executors, trustees and attorneys (collectively, the “Anderson Parties”), shall have no further right to payment from the Debtors, their affiliates, their estates or their respective successors or assigns, including GM or its successors in interest (“New GM”) (collectively, the “Debtor Parties”), and, except as set forth in this Agreement, the Anderson Parties hereby irrevocably waive any and all claims (as defined in section 101(5) of the Bankruptcy Code), complaints, grievances, liabilities, obligations, promises, agreements, damages, causes of action, rights, debts, demands, controversies, costs, losses, and expenses (including attorneys’ fees and expenses) whatsoever, including but not limited to claims under the UCL or California’s MVWAP, under any municipal, local, state, or federal law, common or statutory, whether known or unknown, and connected with this Agreement and/or the Anderson Class Action Settlement and/or the Anderson Class Action against any of the Debtor Parties, and are hereby barred from asserting any and all claims whatsoever, whether known or “Unknown Claims” (defined below), presently existing, whether or not asserted, and whether found in fact

or law or in equity, in existence as of the execution of this Agreement by the Anderson Parties (the “Settled Claims”). Nothing herein shall be construed as a release or waiver of any Party’s rights or obligations under this Agreement. The Anderson Parties fully understand that the facts upon which the Agreement are based may hereafter be other than or different from facts now believed by either Party to be true, expressly accept and assume the risks of such possible differences in facts, and agree that this Agreement shall remain effective notwithstanding any such differences in facts. Notwithstanding anything to the contrary contained herein this Agreement or this Paragraph 6, nothing in this Agreement shall be construed as a release, settlement, or waiver by the Debtor Parties of any claims, including any claims, liabilities, obligations, rights, damages, causes of action, debts, or losses arising out of, concerning, or related to the Anderson Class Action Settlement Deposit, the Attorney-Client Trust Account Deposit, or interest earned thereon. Similarly, notwithstanding anything to the contrary contained herein this Agreement or this Paragraph 6, nothing in the Agreement shall be construed as a release, settlement, or waiver by the Anderson Parties or Class Counsel of any defenses to any claims asserted by the Debtor Parties arising out of, concerning, or related to the Anderson Class Action Settlement Deposit, the Attorney-Client Trust Account Deposit, or interest earned thereon. Nothing in this Agreement shall be admissible as evidence in connection with any disputes or litigation regarding the claims and defenses reserved by this Paragraph 6.

For purposes of this Agreement, “Unknown Claims” means any and all Settled Claims that the Anderson Parties do not know or suspect to exist in their favor upon the Effective Date, which if known by them, might have affected their decision with respect to the Agreement. With respect to any and all Settled Claims, the Anderson Parties stipulate and agree that they and each member of the Anderson Class shall be deemed to have, and by operation of law shall have, waived any and all provisions, rights, and benefits conferred by any law, rules, or regulations of any state or territory of the United States or any other country, or principle of common or civil law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Anderson Parties may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Settled Claims, but the Anderson Parties shall expressly have and each Anderson Class member shall be deemed to have, and by operation of law shall have, fully, finally, and forever settled and released any and all Settled Claims and Unknown Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, without regard to the subsequent discovery or existence of such different or additional facts. The Parties acknowledge, and the members of the Anderson Class shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the settlement of which this release is a part.

7. By executing this Agreement, the Parties acknowledge that they (a) are not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Agreement; (b) have made their own investigation of the facts and are relying solely upon their own knowledge and the advice of their own legal counsel; (c) knowingly waive any claim that this Agreement was induced by any misrepresentation or nondisclosure and any right to rescind or avoid this Agreement based upon presently existing facts, known or unknown; and (d) are entering into this Agreement voluntarily, of their own free will, and without any coercion, undue influence, threat, or intimidation of any kind or type whatsoever. The Parties stipulate that each Party is relying upon these representations and warranties in entering into this Agreement. The representations and warranties contained in this Paragraph 7 shall survive the execution of this Agreement indefinitely.

8. By entering into this Agreement, the Parties do not admit, and specifically deny, any violation of any contract, municipal, local, state, or federal law, common or statutory. Neither the execution of this Agreement nor compliance with its terms, nor the consideration provided for herein shall constitute or be construed as an admission by any Party (or any Party's agents, representatives, attorneys, or employers) of any fault, wrongdoing, or liability whatsoever, and the Parties acknowledge that all such liability is expressly denied by the Debtors. This Agreement has been entered into in release and compromise of claims as stated herein and to avoid the expense and burden of litigation.

9. If any provision or term of this Agreement, other than those set forth in Paragraph 6 above, is held to be illegal, invalid, or unenforceable, such provision or term shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision or term there shall be added automatically as a part of this Agreement another provision or term as similar to the illegal, invalid, or unenforceable provision as may be possible and that is legal, valid, and enforceable.

10. As a condition precedent to any obligations or liabilities of the Debtor Parties, Anderson expressly represents and warrants to the Debtor Parties that (a) he is the lawful owner of certain of the claims and the potential claims released in this Agreement and release; (b) he has full capacity and authority to settle, compromise, and release the Anderson Class claims and potential claims and to enter into this Agreement on behalf of the Anderson Class; (c) no other person or entity has acquired or has been assigned, or will in the future acquire or have any right to assert, against any of the Debtor Parties any portion of the Anderson Class Action claims or any other potential claims released in this Agreement; and (d) he knows of no other person or entity that intends to assert a claim by, through, under, or on behalf of any of the Anderson Parties. The representations and warranties contained in this Paragraph 10 shall survive the execution of this Agreement indefinitely.

11. This Agreement, which expressly incorporates the Anderson Class Action Settlement (as modified herein), contains the entire agreement between the Parties as to the subject matter hereof and supersedes all prior agreements and undertakings between the Parties

relating thereto. This Agreement is subject in all respects to consent by the statutory committee of unsecured creditors, and if such consent is not obtained by the Debtors, then the Debtors may determine, in their sole discretion, whether to proceed forward with seeking Court approval of the Agreement or abandon the Agreement.

12. This Agreement may not be modified other than by signed writing executed by the Parties or by order of this Court.

13. Each person who executes this Agreement represents that he or she is duly authorized to do so on behalf of the respective Parties hereto and that each such party has full knowledge and has consented to this Agreement.

14. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Agreement to present any copy, copies, or facsimiles signed by the Parties hereto.

15. This Agreement shall be exclusively governed by and construed and enforced in accordance with the laws of the state of New York, without regard to conflicts of law principles thereof. This Court shall retain exclusive jurisdiction over any and all disputes arising out of or otherwise relating to this Agreement.

16. Each of the Parties understands, agrees, and acknowledges that all of the Parties shall be deemed to be the drafters of this Agreement and any ambiguity in or dispute regarding the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party that causes the uncertainty to exist or against any party as the drafter.

17. The Parties agree that the Court Order shall provide that, notwithstanding entry of the Court Order, this Court shall retain continuing jurisdiction over the Parties to further effectuate the Court Order and the terms of this Agreement.

18. If notice need be given to the Parties for the purposes of this Agreement, any performance thereunder, or any motions or orders related to the Agreement, under the Federal Rules of Civil Procedure, the Bankruptcy Rules, or otherwise, notice shall be transmitted as follows:

If to the Anderson Parties, delivered or faxed to:

Eric H. Gibbs
A.J. De Bartolomeo
Elizabeth Pritzker
Girard Gibbs LLP
601 California Street, Suite 1400
San Francisco, CA 94108

If to Debtors, delivered or faxed to:

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York New York 10153

THE UNDERSIGNED WARRANT THAT THEY HAVE READ THE TERMS OF THIS AGREEMENT, HAVE HAD THE ADVICE OF COUNSEL OR THE OPPORTUNITY TO OBTAIN SUCH ADVICE IN CONNECTION WITH READING, UNDERSTANDING AND EXECUTING THE AGREEMENT, AND HAVE FULL KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT.

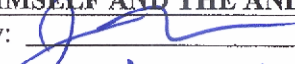
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EXECUTION VERSION

MOTORS LIQUIDATION COMPANY AND AFFILIATED DEBTORS	JASON ANDERSON, ON BEHALF OF HIMSELF AND THE ANDERSON CLASS
By: <u><i>Carriame Basler</i></u>	By: _____
Print Name: <u>Carriame Basler</u>	Print Name: _____
Title: <u>Vice President</u>	Title: _____
Dated: March <u>14</u> , 2011	Dated: March ____, 2011

GIRARD GIBBS LLP, AS CLASS COUNSEL
By: _____
Print Name: _____
Title: _____
Dated: March ____, 2011

EXECUTION VERSION

MOTORS LIQUIDATION COMPANY AND AFFILIATED DEBTORS	JASON ANDERSON, ON BEHALF OF HIMSELF AND THE ANDERSON CLASS
By: _____	By: 
Print Name: _____	Print Name: <u>JASON ANDERSON</u>
Title: _____	Title: _____
Dated: March __, 2011	Dated: March <u>14</u> , 2011

GIRARD GIBBS LLP, AS CLASS COUNSEL
By: _____
Print Name: _____
Title: _____
Dated: March __, 2011

EXECUTION VERSION

MOTORS LIQUIDATION COMPANY AND AFFILIATED DEBTORS	JASON ANDERSON, ON BEHALF OF HIMSELF AND THE ANDERSON CLASS
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Dated: March ____, 2011	Dated: March ____, 2011


GIRARD GIBBS LLP, AS CLASS COUNSEL
By: 
Print Name: <u>Eric Gibbs</u>
Title: <u>partner</u>
Dated: March <u>14</u> , 2011

EXHIBIT A

1 Eric H. Gibbs (State Bar No. 178658)
Dylan Hughes (State Bar No. 209113)
2 Allison L. Ehlert (State Bar No. 230362)
GIRARD GIBBS & De BARTOLOMEO LLP
3 601 California Street, Suite 1400
San Francisco, California 94108
4 Telephone: (415) 981-4800
Facsimile: (415) 981-4846

5
6 Counsel for Plaintiff, the Proposed Class,
and the General Public of California
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE**

10
11 JASON ANDERSON, on behalf of himself)
12 and all others similarly situated and on)
13 behalf of the General Public of California,)

14 Plaintiff,

15 v.

16
17 GENERAL MOTORS CORPORATION, a)
18 Delaware Corporation; and DOES 1 through)
19 20,

20 Defendant.
21
22
23
24
25
26
27
28

Case No. 04CC00554

The Honorable C. Robert Jameson

CLASS ACTION

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR UNLAWFUL, UNFAIR AND
FRAUDULENT BUSINESS PRACTICES.**

1 Jason Anderson ("Plaintiff"), by and through his attorneys, based on his individual experiences
2 and the investigation of counsel, and on information and belief, alleges on behalf of himself and the
3 proposed plaintiff class as defined herein, and on behalf of the general public, as follows:

4 I.

5 NATURE OF THE CASE

6 1. In 1998, GM began installing newly designed engines in its Chevrolet Silverado trucks
7 ("Class Vehicles"). Consumers complain that the new engines installed in Class Vehicles suffer from a
8 condition known as "piston slap." Piston slap occurs when the piston bangs against the cylinder wall due
9 to excess clearance between the cylinder and the cylinder wall. To pacify consumers who complain of
10 piston slap, GM has adopted a program and policy whereby it promises to make repairs to correct defects
11 related to materials or workmanship in the engine occurring during a specified period and extending
12 beyond the consumer's bumper-to-bumper warranty. In other words, GM has adopted an "adjustment
13 program" for owners who complain that their vehicles manifest piston slap ("Piston Slap Adjustment
14 Program"). Because of the secret nature of GM's Piston Slap Adjustment Program, Class members paid
15 and continue to pay for damages that, unknown to them, are covered by GM's Piston Slap Adjustment
16 Program; and Class members bought and continue to buy extended warranties when, if offered the secret
17 Piston Slap Adjustment Program, they would not.

18 2. As alleged herein, GM's conduct related to the Piston Slap Adjustment Program violates
19 the Motor Vehicle Warranty Adjustment Programs statute, Civil Code Sections 1795.90 et seq., and the
20 Unfair Competition Law, Business and Professions Code Sections 17200 et seq. On behalf of himself
21 and the proposed Plaintiff Class (as defined below), and on behalf of the general public of California,
22 Plaintiff seeks declaratory, injunctive, and equitable relief, including rescission, restitution, and
23 disgorgement.

24 II.

25 JURISDICTION AND VENUE

26 3. This action asserts claims under the Unfair Competition Law, Business and Professions
27 Code Sections 17200 et seq., and the declaratory relief statute, Code of Civil Procedure Section 1060.
28 This Court has jurisdiction over this class action under Article 6, Section 10 of the California

1 Constitution and Code of Civil Procedure Section 410.10. This Court has jurisdiction over GM, as GM
2 is registered to conduct business within California and conducts substantial business within California.

3 4. Venue is proper in this Court under Code of Civil Procedure Section 395.5, because,
4 among other things, at the time he filed this action, Plaintiff was a resident of Orange County,
5 California; many of the events and/or legal duties complained of herein occurred in or emanated from
6 Orange County, California, or were supposed to occur in or emanate from Orange County, California;
7 and GM conducts substantial business within Orange County, California.

8 5. The total amount in controversy as to the Plaintiff and each individual member of the
9 proposed Plaintiff Class defined herein does not exceed seventy-four thousand nine hundred ninety-nine
10 dollars (\$74,999), including treble or punitive damages, interest, and costs. Plaintiff and each individual
11 member of the proposed Plaintiff Class therefore disclaim any damages and/or restitution in excess of
12 \$74,999 per individual proposed Plaintiff Class member. In addition, neither Plaintiff nor any member
13 of the proposed Plaintiff Class asserts any federal question.

14 **III.**

15 **PARTIES**

16 6. Through June 2004, Plaintiff Jason Anderson was a resident of Orange County,
17 California. Plaintiff purchased a new 2002 Chevrolet Silverado in 2001. Plaintiff's vehicle initially
18 manifested piston slap at approximately 10,000 miles, and continues to suffer from piston slap today.
19 GM has not provided the Piston Slap Adjustment Program to Plaintiff.

20 7. Defendant GM is a Delaware Corporation, headquartered in Wayne County, Michigan
21 with its principal place of business located in Wayne County, Michigan. GM is the world's largest
22 manufacturer of motor vehicles. GM designs, builds, and markets cars and trucks worldwide and has
23 done so since 1931.

24 8. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as Does 1-
25 100, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this
26 complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes
27 and thereon alleges that each of the fictitiously named Defendants are agents, employees, or affiliates of
28 Defendant and may be served with process within the state of California, and are responsible in some

1 manner for the unlawful conduct herein alleged.

2 9. Unless otherwise stated, Defendant GM and Does 1-100 are referred to collectively
3 herein as "Defendant" or "GM."

4 IV.

5 **TOLLING OR NON-ACCRUAL OF APPLICABLE STATUTES OF LIMITATION**

6 10. Any applicable statutes of limitations have been tolled or have not run because GM
7 knowingly and actively concealed and denied the facts as alleged herein. GM had actual or constructive
8 knowledge of the wrongful courses of action alleged herein. Plaintiff, Class members and the general
9 public of California have been kept in ignorance of information essential to the pursuit of these claims,
10 without any fault or lack of diligence on their part. In fact, GM fraudulently and deceitfully concealed
11 and misrepresented to the public material facts alleged herein. Plaintiff, Class members, and the general
12 public of California did not discover the facts constituting GM's illegal business practices until a date
13 within the limitations period governing this action, and promptly exercised due diligence by filing this
14 complaint. Plaintiff, Class members, and the general public of California were not at fault for failing to
15 discover GM's misconduct sooner, and had no actual or presumptive knowledge of the facts of GM's
16 misconduct to put them on inquiry notice. Plaintiff, Class members and the general public could not
17 reasonably have discovered GM's misrepresentations and/or material omissions before the filing of this
18 action and, therefore, their claims accrued on that date, and/or any statute of limitations was tolled until
19 that date.

20 11. GM is, and was, under a continuing duty to disclose at the time of purchase, after
21 purchase, upon manifestation of piston slap, and upon customers complaining of piston slap, that it
22 offers and provides the Piston Slap Adjustment Program, free of charge, to purchasers of Class Vehicles.
23 Because of GM's concealment of such material facts, GM is estopped from relying on any statute of
24 limitations defense.

V.

SUBSTANTIVE ALLEGATIONS

Chevrolet Silverado

12. GM manufactures the Chevrolet Silverado, a pick-up truck available in several different models. GM advertises the Silverado as "the most dependable, longest lasting truck on the road." Between 1999 and 2003, the Silverado was the second best selling vehicle in the United States.

Piston Slap

13. In 1998 GM redesigned many of its engines, and consequently installed them in certain 1999-2003 model year vehicles, including the Chevrolet Silverado.

14. GM's redesigned engines suffer from, among other things, piston slap. Piston slap occurs when there is excessive lateral movement of the piston causing it to bang against the cylinder wall. Piston slap produces an audible sound that ranges from a loud knocking noise to a ticking noise similar to that of a diesel engine.

15. Vehicles purchased new from GM do not initially exhibit piston slap, and thus do not produce knocking, ticking, or otherwise unexpected or abnormal noises. Consequently, upon purchase, Plaintiff and Class members were unaware that their vehicles suffered from piston slap.

16. Piston slap typically begins within the first 15,000 miles of use. Class Vehicle owners typically first notice piston slap as a tapping or ticking noise upon startup. With vehicle use, the ticking noise progresses into a loud knocking noise at startup, and with additional use, the knocking progresses to a continuous and chronic knocking noise that is louder when the engine is stressed such as when the vehicle is ascending a hill, quickly accelerating, or towing.

17. According to General Motors, experts in the field, and/or consumers, piston slap can damage the vehicle in which it occurs by causing piston and cylinder wall scuffing, scoring, and scratching; piston skirt and seal failure; reduced compressions; increased oil and fuel consumption; a rough idle; reduced power and performance; metal in the oil system; a loud knocking and/or ticking noise; and/or excessive emissions due to incomplete combustion, excessive oil combustion, and/or combustion chamber blow-by.

18. Class Vehicle engines' suffer from piston slap at far greater rates and with greater

1 severity and uniformity than other manufacturers' engines and/or than GM intended or designed.

2 19. Within the first few years of customers complaining about piston slap, GM told
3 customers that there would be an updated piston and/or fix in the spring or summer of 2002. GM has yet
4 to provide Class members with an updated piston and/or fix free of charge.

5 **GM's Secret Piston Slap Adjustment Program**

6 20. Unknown to most Class members, GM has a secret adjustment program whereby it
7 promises to make repairs to correct defects related to materials or workmanship in Class Vehicle engines
8 during a specified period, and extending beyond the consumer's bumper-to-bumper warranty. This
9 Piston Slap Adjustment Program is part of GM's nationwide vehicle database and has official
10 authorization and/or warranty codes.

11 21. Because of the latent nature of piston slap and GM's pattern of failing to disclose,
12 concealing, and/or misleading purchasers of Class Vehicles about the existence of its Piston Slap
13 Adjustment Program, Class members pay for repairs that should be covered by GM's Piston Slap
14 Adjustment Program and purchase extended warranties or repair contracts when they otherwise would
15 not.

16 22. In summary, GM has failed to inform the general public and all people who purchased
17 Class Vehicles that it offers, free of charge, the Piston Slap Adjustment Program in connection with the
18 piston slap problem. Moreover, GM fails to inform prospective purchasers of Class Vehicles of the
19 Piston Slap Adjustment Program. The net result is that only a fraction of Class Vehicle owners are
20 notified of and/or benefit from GM's Piston Slap Adjustment Program. Consequently, Class Members
21 purchased and continue to purchase Class Vehicles when they otherwise would not; Class members paid
22 and continue to pay for damages and repairs that, unknown to them, are covered by GM's Piston Slap
23 Adjustment Program; and Class members bought and continue to buy extended warranties or repair
24 contracts when, if offered the Piston Slap Adjustment Program, they would not.

25 **Plaintiff's Experiences**

26 23. At approximately 10,000 miles, Plaintiff noticed a knocking noise upon starting his
27 vehicle and during daily use. The knocking noise has become progressively more severe with use and is
28 more prevalent when the engine is stressed such as when it is ascending a hill or quickly accelerating.

1 Plaintiff complained to GM about the piston slap within the bumper-to-bumper warranty. Plaintiff was
2 never told about the Piston Slap Adjustment Program and, concerned about the damage piston slap
3 might cause, purchased an extended warranty for \$1,500.

4 VI.

5 CLASS ACTION ALLEGATIONS

6 24. Plaintiff brings this action on behalf of himself and a class of persons (the "Class")
7 initially defined as follows:

8 **All residents of California who purchased or leased a 1999, 2000, 2001,
9 2002, or 2003 Chevrolet Silverado.**

10 Excluded from the Class is the Defendant, any entity in which the Defendant has a controlling interest,
11 any of the officers, directors, or employees of the Defendant, the legal representatives, heirs, successors,
12 and assigns of the Defendant, anyone employed with Plaintiff's counsel's firm, and any Judge to whom
13 this case is assigned, and his or her immediate family.

14 25. For the reasons stated below, this action has been brought and may properly be
15 maintained on behalf of California residents, pursuant to the provisions of Code of Civil Procedure
16 Section 382 and Civil Code Sections 1750 *et seq.*

17 26. Numerosity of the Class – Code Civ. Proc. § 382; Civ. Code § 1781(b)(1): Members of
18 the Class are so numerous that their individual joinder herein is impracticable. Thus, although the
19 precise number of Class members and their addresses are unknown to Plaintiff, they are readily
20 ascertainable from GM's records. Class members may be notified of the pendency of this action by
21 mail, supplemented (if deemed necessary or appropriate by the Court) by published notice.

22 27. Existence and Predominance of Common Questions of Fact and Law – Code Civ.
23 Proc. § 382; Civ. Code § 1781(b)(2): Common questions of law and fact exist as to all members of the
24 Class. These questions predominate over the questions affecting only individual Class members. These
25 common legal and factual questions include:

26 a. Whether GM offers the Piston Slap Adjustment Program free of charge to Class
27 Vehicle owners who assert that their vehicles manifest piston slap;

28 b. Whether GM's Piston Slap Adjustment Program constitutes an "adjustment

1 program" within the meaning of Section 1795.90;

2 c. Whether GM has a duty to notify all owners of Class Vehicles about the Piston
3 Slap Adjustment Program, and if so, whether GM complied with its duty;

4 d. Whether GM has a duty to notify all owners of Class Vehicles of the terms and
5 conditions of the Piston Slap Adjustment Program, and if so, whether GM complied with its duty;

6 e. Whether GM has a duty to provide coverage under the Piston Slap Adjustment
7 Program to all eligible owners of Class Vehicles, and if so, whether GM complied with its duty;

8 f. Whether GM has a duty to provide reimbursement to owners of Class Vehicles for
9 expenses related to repairs, and/or the purchase of extended warranties or repair contracts incurred prior
10 to having knowledge of the Piston Slap Adjustment Program, and if so, whether GM complied with its
11 duty;

12 g. Whether GM engaged in unlawful, unfair, or fraudulent business practices, as
13 alleged herein, and thus violated the Unfair Competition Law;

14 h. Whether GM violated Civil Code Sections 1795.90 *et seq.* as alleged herein, and
15 thus violated the Unfair Competition Law; and

16 i. Whether Plaintiff and Class members are entitled to a declaration of their rights in
17 connection with the Piston Slap Adjustment Program under Code of Civil Procedure Section 1060.

18 j. Whether Plaintiff and Class members are entitled to equitable relief in the form of
19 an injunction, and/or restitution, and/or disgorgement, and/or rescission.

20 28. **Typicality** – Code Civ. Pro. § 382; Civ. Code § 1781(b)(3): Plaintiff's claims are
21 typical of the claims of Class members because, among other things, Plaintiff purchased a Class Vehicle
22 that suffers from piston slap and Plaintiff was not provided benefits under the Piston Slap Adjustment
23 Program.

24 29. **Adequacy** – Code Civ. Pro § 382; Civ. Code § 1781(b)(4): Plaintiff is an adequate
25 representative of the Class because his interests do not conflict with the interests of the members of the
26 Class he seeks to represent. Plaintiff has retained counsel competent and experienced in complex class
27 action litigation and Plaintiff intends to prosecute this action vigorously. The interests of members of
28 the Class will be fairly and adequately protected by Plaintiff and his counsel.

1 30. Superiority – Code Civ. Proc. § 382: The class action is superior to other available
2 means for the fair and efficient adjudication of the claims of Plaintiff. The damages suffered by each
3 individual Class member may be limited. Damages of such magnitude are small given the burden and
4 expense of individual prosecution of the complex and extensive litigation necessitated by Defendant’s
5 conduct. Further, it would be virtually impossible for the members of the Class individually to redress
6 effectively the wrongs done to them. Even if the members of the Class themselves could afford such
7 individual litigation, the court system could not. Individualized litigation presents a potential for
8 inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to all
9 parties and the court system presented by the complex legal and factual issues of the case. By contrast,
10 the class action device presents far fewer management difficulties, and provides the benefits of single
11 adjudication, economy of scale, and comprehensive supervision by a single court.

12 31. In the alternative, the Class may be certified because:

13 a. the prosecution of separate actions by the individual members of the Class
14 would create a risk of inconsistent or varying adjudication with respect to individual Class members that
15 would establish incompatible standards of conduct for Defendant;

16 b. the prosecution of separate actions by individual Class members would create a
17 risk of adjudications with respect to them which would, as a practical matter, be dispositive of the
18 interests of other Class members not parties to the adjudications, or substantially impair or impede their
19 ability to protect their interests; and

20 c. Defendant has acted or refused to act on grounds generally applicable to the
21 Class, thereby making appropriate final and injunctive relief with respect to the members of the Class as
22 a whole.

23 **FIRST CAUSE OF ACTION**

24 **(Violation of the Unfair Competition Law - Unlawful Business Practices)**

25 32. Plaintiff incorporates by reference and realleges all paragraphs previously alleged herein.
26 Plaintiff asserts this cause of action on behalf of himself and all others similarly situated, and on behalf
27 of the general public of the State of California.

28 33. Plaintiff and Class members are “consumers” within the meaning of Civil Code Section

1 1795.90(a).

2 34. Defendant is a "manufacturer" within the meaning of Civil Code Section 1795.90(b).

3 35. Class Vehicles are "motor vehicles" within the meaning of Civil Code Section
4 1795.90(e).

5 36. Class members who leased a Class Vehicle are "lessees" within the meaning of Civil
6 Code Section 1795.90(f).

7 37. Defendant's program and/or policy of offering the Piston Slap Adjustment Program, free
8 of charge, to customers who complain of piston slap and/or the damage piston slap causes is an
9 "adjustment program" within the meaning of Civil Code Section 1795.90(d) because a) the Piston Slap
10 Adjustment Program is a policy and/or procedure of extending certain consumers' warranties beyond
11 their stated limits; and/or b) the Piston Slap Adjustment Program pays for all or a part of the cost of
12 repairing conditions that may substantially affect vehicle durability, reliability, and/or performance.
13 Defendant adopted the Piston Slap Adjustment Program at least 91 days ago.

14 38. Defendant has failed to comply with Civil Code Sections 1795.90 et seq. Specifically,
15 Defendant has not: a) notified by first-class mail, or otherwise, all affected Class members of
16 Defendant's Piston Slap Adjustment Program, and its terms and conditions; b) provided coverage under
17 the Piston Slap Adjustment Program to all Class members; c) reimbursed owners of Class Vehicles for
18 repair or other expenses, including for the purchase of extended warranties or repair contracts they
19 incurred prior to having knowledge of the Piston Slap Adjustment Program; and d) notified its dealers,
20 in writing, of all the terms and conditions of the Piston Slap Adjustment Program.

21 39. Defendant's acts, conduct and practices, as alleged herein, were unlawful in that
22 Defendant violated the Motor Vehicle Warranty Adjustment Programs Act, Civil Code Sections 1795.90
23 et seq., as alleged herein, and thus violated the Unfair Competition Law, Business and Professions Code
24 Sections 17200 et seq.

25 40. As a direct and proximate result of Defendant's unlawful business practices as alleged
26 herein, Defendant was able to: (a) sell more extended warranties and/or repair contracts than it otherwise
27 would have; (b) sell more vehicles than it otherwise would have; (c) charge inflated prices for GM
28 vehicles; (d) save money on costly warranty repairs; and/or (e) charge for vehicle repairs. Accordingly,

1 Defendant received and is in possession of excessive and unjust revenues and profits. Defendant directly
2 received monies from Plaintiff and Class members and/or Plaintiff's and Class members' monies are
3 directly traceable to Defendant and/or Defendant's legal duties and obligations run directly to Plaintiff
4 and Class members.

5 41. Plaintiff, on behalf of himself and all others similarly situated, and on behalf of the
6 general public of California, seeks rescission, disgorgement of all profits obtained from unfair
7 competition, an injunction prohibiting Defendant from continuing in such practices, a declaration of
8 rights concerning Defendant's Piston Slap Adjustment Program, restitution, and any other relief the
9 Court deems acceptable in accordance with Section 17203 of the Business and Professions Code.

10 **SECOND CAUSE OF ACTION**

11 **(Violation of the Unfair Competition Law - Unfair and Fraudulent Practices)**

12 42. Plaintiff incorporates by reference and realleges all paragraphs previously alleged herein.
13 Plaintiff asserts this cause of action on behalf of himself and all others similarly situated, and on behalf
14 of the general public of the State of California.

15 43. Defendant's acts, conduct, and practices, as described herein, constitute unfair,
16 fraudulent, and deceptive business acts and practices within the meaning of California Business and
17 Professions Code Sections 17200 *et seq.*

18 44. Defendant's acts, conduct, and practices, as alleged herein, were unfair in that any utility
19 for Defendant's conduct is outweighed by the gravity of the consequences to Plaintiff, Class members,
20 and the general public, and/or Defendant's conduct is immoral, unethical, oppressive, unscrupulous or
21 substantially injurious to Plaintiff, Class members and the general public.

22 45. Defendant's acts, conduct and practices, as alleged herein, were fraudulent in that they
23 were likely to deceive Plaintiff, Class members, and the general public.

24 46. Defendant's unfair, fraudulent, and deceptive business acts and practices are
25 described herein and include, but are not limited to:

26 a. concealing and/or failing to disclose that GM has a policy of offering the Piston
27 Slap Adjustment Program to purchasers and/or lessees of Class Vehicles whose owners assert that their
28 vehicles suffer from piston slap;

1 Vehicle Warranty Adjustment Programs Act, Civil Code Sections 1795.90 et seq., in that Defendant has
2 not notified Plaintiff and Class members about the Piston Slap Adjustment Program and/or provided
3 them with coverage under the Program.

4 52. A declaratory judgement is necessary to determine Plaintiff's rights in connection with
5 the Piston Slap Adjustment Program, including Plaintiff's right to notice of the Program and coverage
6 under the Program, in accordance with the requirements of Civil Code Sections 1795.90 et seq.

7 WHEREFORE, Plaintiff, on Plaintiff's own behalf and on behalf of the Class, and where
8 appropriate on behalf of the general public of California, prays for judgment as follows:

9 a. For an order certifying the Plaintiff Class and appointing Plaintiff and his counsel to
10 represent the Class;

11 b. For an order awarding Plaintiff and the members of the Class restitution, disgorgement,
12 and/or other equitable relief as the Court deems proper;

13 c. For an order enjoining Defendant from continuing to engage in unlawful business
14 practices, as alleged herein;

15 d. For an order awarding Plaintiff and the members of the Class pre-judgment and post-
16 judgment interest;

17 e. For an order awarding Plaintiff and the members of the Class reasonable attorneys' fees
18 and costs of suit, including expert witness fees, pursuant to, among other things, Code of Civil Procedure
19 Section 1021.5;

20 f. For an order declaring that GM's acts and practices whereby it has offered some, but not
21 all, Class members an extended warranty in the form of the Piston Slap Adjustment Program violate
22 Sections 1795.90 et seq.;

23 g. For an order declaring that GM must comply with Sections 1795.90 et seq.; and

24 h. For an order awarding such other and further relief as this Court may deem just and
25 proper.

26 //

27 //

28 //

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims so triable.

Respectfully submitted,

Dated: August 13, 2004

by: 
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Attorneys for Plaintiff, the Proposed Class, and
the General Public of California

CERTIFICATE OF SERVICE

I, Sue M. Querubin, hereby declare as follows:

I am employed by Girard Gibbs & De Bartolomeo, A Limited Liability Partnership, 601 California Street, Suite 1400, San Francisco, California 94108. I am over the age of eighteen years and am not a party to this action. On August 13, 2004, I served the within document(s):

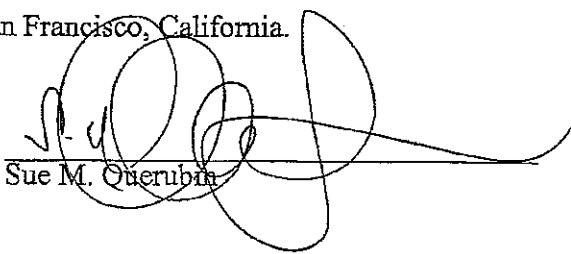
- 1. **FIRST AMENDED CLASS ACTION COMPLAINT FOR UNLAWFUL, UNFAIR AND FRAUDULENT BUSINESS PRACTICES.**

on:

Wallace M. Allan
Gregory R. Oxford
Eric Y. Kizirian
O'MELVENY & MYERS LLP
400 South Hope Street
Los Angeles, California 90071
Telephone: (213) 430-6645
Facsimile: (213) 430-6407

- by placing the document(s) listed above for collection and mailing following the firm's ordinary business practice in a sealed envelope with postage thereon fully prepaid for deposit in the United States mail at San Francisco, California addressed as set forth below.
- by personally delivering the document(s) listed above the person(s) at the address(es) set forth below.
- by causing personal delivery by _____ of the document(s) listed above to the person(s) at the address(es) set forth above.
- by depositing the document(s) listed above in a sealed envelope with delivery fees provided for a FedEx pick up box or office designated for overnight delivery, and addressed as set forth below.
- by transmitting via facsimile the above listed document(s) to the fax number(s) set forth below on this date.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, executed August 13, 2004, at San Francisco, California.


Sue M. Querubin

Christopher Eandi

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EXHIBIT B

ORIGINAL

1 Daniel C. Girard (State Bar No. 114826)
2 Elizabeth C. Pritzker (State Bar No. 146267)
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**LOS ANGELES
SUPERIOR COURT**

10 Attorneys for Plaintiff Jason Anderson

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 **GENERAL MOTORS CASES,**

14 Included Actions:

15 Anderson v. General Motors Corp.

16 Peiten v. General Motors Corp.

17 Ewing v. General Motors Corp.

) Case No. JCCP 4396

) **CLASS ACTION**

) ~~PROPOSED~~ **ORDER GRANTING
PLAINTIFF ANDERSON'S MOTION FOR
CLASS CERTIFICATION**

) Further Hearing Date: November 8, 2006

) Further Hearing Time: 10:30 a.m.

) Dept: CCW 322

) Judge: Hon. Peter D. Lichtman



FAXED

1 Plaintiff Jason Anderson's ("Plaintiff") Motion for Class Certification came on regularly for
2 hearing on July 13, 2006. On July 25, 2006, the Court issued a minute order directing the parties to
3 submit supplemental briefs addressing the applicability of the recent Court of Appeal decision in
4 *Pfizer, Inc. v. Superior Court*, 141 Cal. App. 4th 290 (July 11, 2006) ("*Pfizer*"), to the Court's class
5 certification determination.

6 The matter came before the Court for a second hearing, on September 12, 2006, to allow
7 supplemental argument regarding the applicability or non-applicability of *Pfizer* to the class claims
8 presented in this case. At that time, the Court invited Plaintiff to craft a modified class definition(s),
9 and to submit further briefing in light of any proposed modified definition.

10 The matter came before the Court for a third hearing on November 8, 2006. All parties
11 appeared through counsel.

12 The Court has reviewed all papers filed in connection with the Motion for Class Certification,
13 including the supplemental memoranda of the parties addressing *Pfizer*, has considered the oral
14 arguments of the parties, as well as the standards for class certification under Code of Civil Procedure
15 § 382, and finds as follows:

16 1. The operative complaint in this action alleges causes of action for: (a) declaratory relief
17 pursuant to California's Declaratory Relief Act, Code of Civil Procedure Section 1060; (b) unlawful
18 business conduct in violation of California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof.
19 Code § 17200 *et seq.*, based on allegations that Defendant General Motors Corporation ("GM")
20 violated provisions of California's Motor Vehicle Warranty Adjustment Programs Act (also known as
21 the California "secret warranty" law), Civil Code § 1795.90 *et seq.*; and (c) unfair and fraudulent
22 business conduct in violation of the UCL, based on allegations that GM concealed or failed to disclose
23 that GM had a policy of offering General Motors Protection Plans ("GMPPs") to some owners and
24 lessees of 1999-2003 model year Chevrolet Silverado trucks with specified engine types who complain
25 to GM about engine knock concerns associated with their vehicles. *See* Plaintiff's First Amended
26 Complaint ("Cmplt."), at ¶¶ 1-2, 20-48. The legal and factual predicate underlying each claim is
27 Plaintiff's allegation that GM has established and maintains a "secret" adjustment program, in
28

1 violation of Civil Code § 1795.90 *et seq.*, through which GM provides a GMPP to some, but not all,
2 owners and lessees of the subject Silverado vehicles who complain about an engine knock condition
3 variously described as "piston slap," "piston noise," "cold engine knock," "rough idle," "piston skirt
4 slap," "piston noise," "cold start engine piston slap," "cold piston slap," "cold piston knock," "piston
5 slapping noise," "tapping," "ticking," "slapping," "pinging," "rattling," "vibrating," "carbon in the
6 piston," "sounding like a diesel engine," or simply "engine knock condition prevalent in Chevy
7 trucks." Plaintiff seeks a declaration of rights, an injunction, as well as restitution, disgorgement and
8 rescission.

9 2. Plaintiff seeks to certify this action on behalf of California residents, and proposes two
10 alternative class definitions as follows:

11 **PROPOSED CLASS DEFINITION # 1:** "All California owners and lessees of 1999-
12 2003 model year Chevrolet Silverados equipped with 4.8L, 5.3L, 6.0L or 8.1L engines
13 who were not given notice of the condition giving rise to or the terms and conditions of
14 General Motors' Engine Knock Noise Adjustment Program."

15 Or

16 **PROPOSED CLASS DEFINITION # 2:** "All California owners and lessees of 1999-
17 2003 model year Chevrolet Silverados equipped with 4.8L, 5.3L, 6.0L or 8.1L engines
18 who: (1) have engine "knock, ping or slap" noise in their vehicle(s); AND (2) were not
19 given notice of the condition giving rise to or the terms and conditions of General
20 Motors' Engine Knock Noise Adjustment Program."

21 3. Plaintiff has satisfied the standing requirements of Proposition 64 and *Californians for*
22 *Disability Rights v. Mervyn's, LLC*, 39 Cal. 4th 223 (2006) (applying Proposition 64 to pending UCL
23 actions) for two reasons.

24 a. First, Plaintiff alleges an "injury in fact" and a loss of property that is common
25 to Plaintiff and to all Class members. As discussed, above, Plaintiff's claims under the unlawful prong
26 of the UCL stem from the assertion that GM violated the Motor Vehicle Warranty Adjustment
27 Programs Act, Cal. Civ. Code § 1795.90 *et seq.*, by among other things: (1) adopting a policy or
28 program of providing a free GMPP to some, but not all, owners and lessees of Silverado trucks who
complain about engine knock concerns, in violation of Civil Code § 1795.90; (2) failing to notify, by

1 first-class mail or otherwise, all affected Class members of the existence, terms and conditions of
2 GM's "secret" adjustment program, in violation of Civil Code § 1795.92(a) and (b); (3) failing to
3 notify its dealers, in writing, of all of the terms and conditions of the program, in violation of Civil
4 Code § 1795.92(c); and (4) failing to reimburse owners and lessees of subject vehicles for repairs or
5 other expenses, including for the purchase of GMPPs or for service repairs incurred prior to having
6 knowledge of GM's policy or program, in violation of Civil Code § 1795.92(d) and (e). See FAC, ¶¶
7 32-41. These allegations satisfy Proposition 64's new "injury in fact" requirements for standing under
8 the UCL. Plaintiff alleges a concrete and particularized injury, arising from GM's failure to provide
9 Plaintiff and Class members with required legal notice of its program, and thereby deprived Plaintiff
10 and the Class of their statutory rights to notice and the opportunity to make a claim for reimbursement
11 under the Motor Vehicle Warranty Adjustment Programs Act, Civil Code §§ 1795.90 *et seq.* As
12 required for constitutional standing, the alleged "injury in fact" is directly traceable to GM's actions,
13 and can be redressed by a favorable decision directing GM to comply with its obligations under the
14 law. See *Friends of the Earth, Inc. v. Laidlaw Envtl. Servs., Inc.*, 528 U.S. 167, 180-81 (2000) (citing
15 *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560-61 (1992)); see also *FEC v. Akins*, 524 U.S. 11, 21-
16 22 (1998) (voters alleging inability to obtain campaign-related information stated an "injury in fact"
17 for purposes of standing to compel lobbying group to make disclosures required under Federal Election
18 Campaign Act); *Havens Realty Corp. v. Coleman*, 455 U.S. 363, 373-74 (1982) (testers who were
19 given false information about housing availability alleged "injury in fact" to statutory right to truthful
20 housing information); *Warth v. Seldin*, 422 U.S. 490, 500 (1975) (violation of statute creating legal
21 rights is an "injury in fact" for standing purposes under the United States Constitution); *Serena v.*
22 *Mock*, No. 5-06-1262, 2006 U.S. Dist. LEXIS 54359, *11 (E.D. Cal. Aug. 4, 2006) (prospective grand
23 jurors who did not receive an "equal notice of the opportunity to apply for grand jury service" alleged
24 "injury in fact" and had standing to challenge defendants' unequal recruitment process for grand jury
25 membership). Plaintiff also alleges the "loss of property" as a result of GM's conduct, i.e., the loss of
26 "a valuable right or interest protected by law." *In Re L.T.*, 103 Cal. App. 4th 262, 265 (2002)
27 (observing that "valuable right[s] or interest[s] protected by law" are "property") (citations and internal
28

1 quotation marks omitted); see also *Downing v. Municipal Court*, 88 Cal. App. 2d 345, 350 (1948) (loss
2 of "property" may include loss of "any right or interest protected by law") (citations and internal
3 quotation marks omitted); Civil Code § 655 ("There may be ownership . . . of rights created or granted
4 by statute."). Additionally, although not required, Plaintiff alleges the "loss of money," here, the loss
5 of monies he expended to purchase a GMPP in the absence of notice of GM's "adjustment program."

6 b. Second, Plaintiff's claims under the unfair or fraudulent prongs of the UCL all
7 arise from an alleged common course of deceptive conduct. This common course of conduct is
8 described in the operative complaint as GM's "conceal[ment] or failure to disclose," to Plaintiff and to
9 Class members, that GM had a policy of offering GMPPs to some, but not all, owners or lessees of
10 subject Silverado trucks who complain to GM about engine knock concerns. See FAC, ¶¶ 45-46.
11 Where, as here, Plaintiff alleges an "injury in fact" arising from an allegedly common material
12 omission, the standing and typicality requirements of Proposition 64 and Code of Civil Procedure
13 § 382 are satisfied, because "proof as to the representative plaintiff[] [Jason Anderson] will supply
14 proof as to all" Class members. See In Re Tobacco II Cases, Case No. D046435, 2006 Cal. App.
15 LEXIS 1353, *16 (Sept. 5, 2006) (internal citations and quotation marks omitted); *Vasquez v. Superior*
16 *Court*, 4 Cal. 3d 800, 814 (1971); *Occidental Land, Inc. v. Superior Court*, 18 Cal. 3d 355, 363 (1976);
17 *Mass. Mutual Life Ins. Co. v. Superior Court*, 97 Cal. App. 4th 1282, 1292-93 (2002).

18 4. In making the above findings, the Court has read and considered the recent Court of
19 Appeal decision in *Pfizer, Inc. v. Superior Court*, 141 Cal. App. 4th 290 (July 11, 2006).

20 5. Plaintiff has defined an ascertainable Class. An ascertainable class turns on three
21 things: (1) the class definition, (2) the size of the class, and (3) the means of identifying the class
22 members. See Miller v. Woods, 148 Cal. App. 3d 862, 873 (1983). If a class definition is sufficiently
23 clear and objective to allow the court to use it to determine membership, the ascertainability
24 requirement is met. See Daar v. Yellow Cab Co., 67 Cal. 2d 695, 704-06 (1967) (finding that a class
25 consisting of all customers of taxi company over a four-year period was ascertainable). The Court
26 finds there is an ascertainable Class, consisting of [choose one]:
27
28

1 **"All California owners and lessees of 1999-2003 model year Chevrolet Silverados**
2 **equipped with 4.8L, 5.3L, 6.0L or 8.1L engines who were not given notice of the**
3 **condition giving rise to or the terms and conditions of General Motors' Engine**
4 **Knock Noise Adjustment Program."**

5 OR

6 **"All California owners and lessees of 1999-2003 model year Chevrolet Silverados**
7 **equipped with 4.8L, 5.3L, 6.0L or 8.1L engines who: (1) have engine "knock, ping**
8 **or slap" noise in their vehicle(s); AND (2) were not given notice of the condition**
9 **giving rise to or the terms and conditions of General Motors' Engine Knock Noise**
10 **Adjustment Program."**

11 The Court also finds that the Class, which consists of thousands of owners and lessees of the subject
12 vehicles, is numerous and that it is impracticable to bring all members of the Class before the Court.
13 The Court also finds that the members of the Class may be identified by Defendant's records.
14 Accordingly, the ascertainability requirement is met.

15 6. Members of the proposed Class share a well-defined community of interest in the
16 common questions of law and fact raised by this case. The common issues of law and fact consist of
17 the following:

18 a. Whether GM has established and maintains an "adjustment program" within the
19 meaning of Civil Code § 1795.90(d);

20 b. Whether GM has complied with its statutory duties under Civil Code
21 §§ 1795.92(a)-(c), to provide mailed notice of the existence, terms and conditions of its "adjustment
22 program" to all owners and lessees of the subject Class vehicles; to provide copies of all mailed notices
23 to the New Motor Vehicle Board within the Department of Motor Vehicles and make the notices
24 available for public inquiries; and to provide written notice to dealers of all terms and conditions of the
25 "adjustment program";

26 c. Whether GM has complied with its statutory duties under Civil Code
27 §§ 1795.92(d)-(e), to implement procedures to assure reimbursement of each owner or lessee eligible
28 under GM's "adjustment program" who incurs expenses for repair of a condition subject to the
29 program prior to acquiring knowledge of the program;

1 d. Whether GM violated its statutory obligations under Civil Code § 1795.90 *et*
2 *seq.*, and thus violated the UCL;

3 e. Whether GM engaged in unlawful, unfair, or fraudulent business practices and
4 thus violated the UCL;

5 f. Whether Plaintiff and Class members are entitled to a declaration of their rights
6 in connection with GM's "adjustment program" under the Declaratory Relief Act; and

7 g. Whether Plaintiff and Class members are entitled to equitable relief in the form
8 of an injunction, restitution, reimbursement, and/or rescission.

9 7. No individual issues predominate over these common issues. Plaintiff alleges that GM's
10 wrongdoing is the same as to each Class member. The central predominant question is whether GM
11 has established, maintains, and offers an "adjustment program" within the meaning of Civil Code
12 § 1795.90(d). All members of the proposed Class have an interest in this central predominant
13 question, and, if GM has instituted an adjustment policy, the related predominant questions of whether
14 GM has complied with its duties under Motor Vehicle Warranty Adjustment Programs Act, including
15 its statutory duties to: (a) notify all Class members about the existence and terms of its adjustment
16 program; (b) provide Class members with coverage under the program; and (c) reimburse Class
17 members for repair expenses subject to the adjustment program that they incurred prior to learning
18 about the program. *See* Cal. Civ. Code § 1795.92. All of these questions can be resolved by reference
19 to common legal arguments and proof, and none depends upon or implicates individualized issues of
20 fact or law. *See In Re Tobacco II Cases*, 2006 Cal. App. LEXIS 1353 at *16; *accord Lebrilla v.*
21 *Farmers Group, Inc.*, 119 Cal. App. 4th 1070, 1072-73 (2004) (granting class certification when
22 plaintiffs' allegations concerned defendant's uniform practice of wrongdoing); *Reyes v. Board of*
23 *Supervisors*, 196 Cal. App. 3d 1263, 1267 (1987) (same); *see also Sav-On Drug Stores, Inc. v.*
24 *Superior Court*, 34 Cal. 4th 319, 340 (2004) ("It would be neither efficient nor fair to anyone,
25 including defendants, to force multiple trials to hear the same evidence and decide the same issues.")
26 (internal citation and quotation marks omitted).

1 8. To try Plaintiff's claims on a class-wide basis will require only that Plaintiff present
2 proof that is common to all Class members. Examples of this common proof include interpretations of
3 Civil Code § 1795.90 *et seq.*; testimony and documentary evidence concerning GM's program and
4 policy regarding its offer of GMPPs to owners and lessees of subject Class vehicles; and expert
5 testimony about the "engine knock" conditions at issue. If Plaintiff proves that GM maintained an
6 "adjustment program" within the meaning of Civil Code § 1795.90, but failed to comply with its
7 statutory duties as set forth in Civil Code § 1795.92 in violation of Bus. & Prof. Code § 17200 *et seq.*,
8 the Court may issue an order requiring GM to comply with its statutory obligations, including: (a)
9 providing the notice to all Class members of the existence of the program, the condition giving rise to
10 the program, and the principal terms and conditions of the program; and (b) implementing procedures
11 to assure reimbursement of each Class member eligible under GM's "adjustment program" who incurs
12 expenses for repair of a condition subject to the program prior to acquiring knowledge of the program.
13 The fact that different amounts of reimbursement may be claimed by or owed to different Class
14 members does not defeat commonality: "[T]he necessity for class members to prove their own
15 damages does not mean individual fact questions predominate." *Clothesrigger v. GTE Corp.*, 191 Cal.
16 App. 3d 605, 617 (1987).

17 9. Plaintiff and his counsel will fairly and adequately represent the Class. Because
18 Plaintiff's claims in this case arise from the same conduct directed against all Class members, his
19 claims are typical of those of the Class. Plaintiff has no interests that are adverse or antagonistic to the
20 interests of the Class. Plaintiff has also retained experienced counsel, competent in class action
21 litigation under state and federal law.

22 10. A class action is the superior method to adjudicate the claims of Plaintiff and Class
23 members, and will confer substantial benefit on both Class members and the judicial system.
24 California strongly favors the use of class actions to address consumer protection claims. *See Sav-On*
25 *Drug Stores, Inc.*, 34 Cal. 4th at 340; *California v. Levi Strauss & Co.*, 41 Cal. 3d 460, 471 (1986);
26 *Richmond v. Dart Indus., Inc.*, 29 Cal. 3d 462, 469 (1981). Here, Plaintiff, Class members, and even
27 GM will derive substantial benefit from a single adjudication regarding GM's compliance or non-
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1 compliance with the provisions of the Motor Vehicle Warranty Adjustment Programs Act, Civil Code
 2 § 1705.90 *et seq.* Because the complexity and cost of litigating individual claims for alleged violations
 3 of the Act effectively forecloses the filing of individual cases, a class action gives Class members the
 4 only practical means of redress. Use of the class action device will also benefit the judicial system, as
 5 it will allow the claims of thousands of Class members to be adjudicated in one action, thus promoting
 6 efficiency, avoiding the multiplicity of separate actions that would otherwise be required, and avoiding
 7 the danger of inconsistent results.

8 **IT IS THEREFORE ORDERED that:**

- 9 1. The Court certifies this case as a class action pursuant to Code of Civil Procedure § 382.
 10 2. The Court hereby appoints Plaintiff Jason Anderson as the representative for the Class.
 11 3. The Court hereby appoints the law firm of Girard Gibbs LLP, 601 California Street,
 12 Suite 1400, San Francisco, California 94108, as counsel for the Class.
 13 4. The Court certifies the following Plaintiff Class [choose one]:

14 **"All California owners and lessees of 1999-2003 model year Chevrolet Silverados**
 15 **equipped with 4.8L, 5.3L, 6.0L or 8.1L engines who were not given notice of the**
 16 **condition giving rise to or the terms and conditions of General Motors' Engine**
 17 **Knock Noise Adjustment Program."**

18 **"All California owners and lessees of 1999-2003 model year Chevrolet Silverados**
 19 **equipped with 4.8L, 5.3L, 6.0L or 8.1L engines who: (1) have engine "knock, ping**
 20 **or slap" noise in their vehicle(s); AND (2) were not given notice of the condition**
 21 **giving rise to or the terms and conditions of General Motors' Engine Knock Noise**
 22 **Adjustment Program."**

23 Excluded from the Class are Defendant, any entity in which Defendant has a controlling interest, any
 24 of the officers, directors or employees of Defendant, and the legal representatives, heirs, successors,
 25 and assigns of Defendant.

26 //
 27 //
 28 //

1 5. Plaintiff's counsel and Defendant's counsel shall meet and confer on the form of a
2 notice to be mailed to all members of the Class, and shall submit the notice within three weeks after
3 entry of this Order. Counsel shall also meet and confer on the costs associated with giving notice to
4 the Class. If the parties cannot agree on these issues, Plaintiff's counsel shall so inform the Court by
5 letter.

6 IT IS SO ORDERED.

7
8 DATED: 11/8, 2006

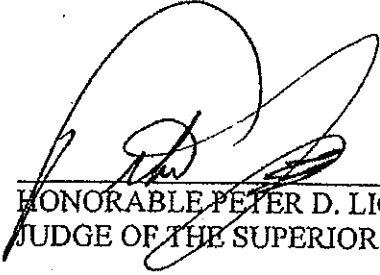

HONORABLE PETER D. LICHTMAN
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

1 ERIC H. GIBBS (S.B. #178658)
2 ELIZABETH C. PRITZKER (S.B. #146267)
3 GIRARD GIBBS LLP
4 601 California St., 14th Floor
5 San Francisco, California 94108
6 Tel; (415) 981-4800; Fax: (415) 981-4846

7 Attorneys for Plaintiff
8 Jason Anderson and the Class

9 GREGORY R. OXFORD (S.B. #62333)
10 ISAACS CLOUSE CROSE & OXFORD LLP
11 21515 Hawthorne Boulevard, Suite 950
12 Torrance, California 90503
13 Tel: (310) 316-1990; Fax: (310) 316-1330

14 Attorneys for Defendant
15 General Motors Corporation

16 Of Counsel
17 L. JOSEPH LINES, III
18 GENERAL MOTORS CORPORATION
19 Mail Code 482-026-601
20 400 Renaissance Center
21 P.O. Box 400
22 Detroit, Michigan 48265-4000
23 Tel: (313) 665-7386; Fax: (313) 665-7376

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Coordination Proceeding Special Title
(Rule 1550(c))

GENERAL MOTORS CASES

This Document Relates to:

JASON ANDERSON, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

GENERAL MOTORS CORPORATION

Defendant.

) Case No. JCCP4396
)
) CERTIFIED CLASS ACTION
)
)
) **STIPULATION OF SETTLEMENT**

Stipulation of Settlement

1 This Stipulation of Settlement (the "Agreement") between Plaintiff Jason
2 Anderson and the Class (as defined below) and defendant General Motors Corporation
3 ("GM") is intended to fully, finally and forever resolve, discharge and settle the lawsuit
4 styled *Jason Anderson v. General Motors Corporation*, pending in this Court under
5 JCCP 4396 (the "Action") and all matters raised therein, subject to the terms and
6 conditions hereof and approval by the Court.

7 I. RECITALS.

8 1.1. Plaintiff Anderson filed this Action individually and on behalf of a
9 proposed Class (further defined below) which includes California owners and lessees of
10 Model Year 1999-2003 Chevrolet Silverados equipped with 4.8 liter (LR4), 5.3 liter
11 (LM7), 6.0 liter (LQ4, LQ9), and 8.1 liter (L18) engines ("Class Vehicles"). Plaintiff
12 contends that GM violated the Unfair Competition Law ("UCL"), by creating an
13 "adjustment program" under the Motor Vehicle Warranty Adjustment Programs statute
14 ("MVWAP"), Civ. Code § 1795.90 *et seq.*, without providing Class Members with
15 notices and/or repair reimbursements under Civ. Code § 1795.92. Specifically, plaintiff
16 contends that GM created an "adjustment program" by offering certain owners and
17 lessees of Class Vehicles General Motors Protection Plans ("GMPPs") or other benefits
18 when they complained that their vehicles have or have had piston or piston pin noise at
19 initial start up that goes away shortly after the engine warms up ("Start Noise"). GM
20 denies that it has created an "adjustment program" under MVWAP, denies that it was
21 required to provide Class Members with notices and/or repair reimbursements and
22 denies that it has violated the UCL.

23 1.2. MVWAP defines the term "adjustment program" as follows:

24 "Adjustment program" means a program or policy that expands or extends the
25 consumer's warranty beyond its stated limit or under which a manufacturer
26 offers to pay for all or any part of the cost of repairing, or to reimburse
27 consumers for all or any part of the cost of repairing, any condition that may
28 substantially affect vehicle durability, reliability, or performance, other than
service provided under a safety or emission-related recall campaign.

1 "Adjustment program" does not include ad hoc adjustments made by a
2 manufacturer on a case-by-case basis. [Civ. Code § 1795.90(d)]

3 1.3. Plaintiff claims that the GMPP offers constituted an "adjustment
4 program" because the GMPPs "extend" or "enlarge" the GM limited new vehicle
5 warranty and, alternatively, because the GMPPs pay or reimburse repair expenses for
6 "any condition that may substantially affect vehicle durability, reliability or
7 performance."

8 1.4. GM denies all allegations of wrongdoing asserted in the Action and denies
9 liability under any cause of action asserted therein. Specifically, GM contends that it
10 offered the GMPPs to a small number of customers on a case-by-case basis for purposes
11 of customer satisfaction, and that it did not create an "adjustment program" because the
12 GMPPs are not warranties, but instead are service contracts that do not extend or
13 enlarge the GM limited new vehicle warranty and do not pay or reimburse repair
14 expenses for the Start Noise which they were intended to address. GM further contends
15 that Start Noise has no adverse effect on the durability, reliability or performance of the
16 vehicle engine.

17 1.5. The Parties recognize that the outcome of the Action is uncertain, in that
18 the ultimate resolution of this Action would depend upon judicial construction of the
19 reach and applicability of provisions of the MVWAP that have not been interpreted by
20 any state appellate court, and that pursuing the Action to a litigated judgment and a
21 possible appeal under the circumstances would entail substantial cost, risk and delay.

22 1.6. Representative Plaintiff and Class Counsel have conducted an
23 investigation and evaluation of the factual and legal issues raised by the claims asserted
24 in the Action and believe that, in light of the cost, risk and delay of continued litigation
25 balanced against the benefits of the settlement set forth in this Agreement, that such
26 settlement is in the best interests of the, and is fair, reasonable and adequate, for the
27 Class as a whole.

1 1.7. GM expressly denies any wrongdoing and does not admit or concede any
2 actual or potential fault, wrongdoing or liability in connection with any facts or claims
3 that have been or could have been alleged against it in the Action. GM denies that
4 Plaintiff or any Class Members have suffered damage or were harmed by the conduct
5 alleged. GM has concluded, however, that it is desirable to settle the Action upon the
6 terms and conditions set forth herein because it will (i) fully resolve all claims raised in
7 the Action; (ii) avoid the expense, burdens and uncertainties of continued litigation; and
8 (iii) promote customer satisfaction with GM and Chevrolet vehicles.

9 1.8. Plaintiff and GM therefore stipulate, after good faith, arms-length
10 negotiations in a settlement conference before the Honorable Carl J. West, and subject
11 to the approval of the Court, that the Action shall be compromised, settled, released, and
12 dismissed with prejudice upon and subject to the following terms and conditions:

13 II. DEFINITIONS.

14 As used in this Agreement and the exhibits hereto the following terms have the
15 meanings specified below:

16 2.1. "Action" means the lawsuit styled *Jason Anderson v. General Motors*
17 *Corporation*, pending in this Court under JCCP 4396.

18 2.2. "Applicable Warranty Period" means the Limited New Vehicle Warranty
19 Period (3 years or 36,000 miles, whichever comes first), EXCEPT THAT only for
20 purposes of this Agreement for those Class Members who purchased a General Motors
21 Protection Plan ("GMPP"), the Applicable Warranty Period means the time and mileage
22 limitations in the Class Member's GMPP (for example, 4 years or 50,000 miles,
23 whichever comes first, as specified in the Class Member's GMPP).

24 2.3. "Attorneys' Fees" means the amount awarded by the Court to Class
25 Counsel to compensate them, and any other attorneys for Plaintiff or the Class in the
26 Action, and is inclusive of all attorneys' fees of any kind in connection with the Action.
27 GM agrees not to oppose Class Counsel's application for an award of Attorneys' Fees
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1 up to the maximum of \$1,950,000.00 and agrees to pay the sum awarded by the Court
2 as provided in this Agreement as long as it does not exceed that sum.

3 2.4. "Authorized GM Dealer," unless otherwise specified, means any GM
4 dealer in California that is (or at the relevant time was) a signatory to an existing and
5 effective General Motors Corporation Dealer Sales and Service Agreement.

6 2.5. "Claim" means a claim to receive a cash payment or other settlement
7 benefit under paragraphs 3.1 through 3.6 of this Agreement. A Claim consists of a
8 Claim Form signed under penalty of perjury and any documentation required by
9 paragraphs 3.3, 3.4, 3.5 or 3.6 of this Agreement.

10 2.6. "Claim Deadline" means 45 days after the date that the Final Notice and
11 Claim Forms (defined below) are mailed to Class Members.

12 2.7. "Claim Form" means the forms attached hereto as Exhibits E-1, E-2 and
13 E-3, only one of which will be sent to each potential Class Member along with the Final
14 Notice as follows:

15 Exhibit E-1: Class Members who, according to GM or GMAC Insurance
16 records, *purchased* GMPPs within 90 days of retail delivery
17 of their Class Vehicle;

18 Exhibit E-2: Class Members who, according to GM or GMAC Insurance
19 records, *purchased* GMPPs more than 90 days after retail
20 delivery of their Class Vehicle;

21 Exhibit E-3: All other Class Members.

22 2.8. "Class" or "Class Members" are as described in the November 8, 2006
23 order certifying this Class Action, as follows: "All California owners and lessees of
24 1999 through 2003 model year Chevrolet Silverados equipped with a 4.8 liter (LR4),
25 5.3 liter (LM7), 6.0 liter (LQ4, LQ9), and 8.1 liter (L18) engines who: (1) have an
26 engine "knock, ping or slap noise" in their vehicles; (2) were not given notice of the
27 condition giving rise to or the terms and conditions of GM's Engine Knock Noise
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1 Adjustment Program.” For purposes of this Agreement, “knock, ping or slap noise” has
2 the same meaning as “Start Noise” or “Constant Noise” (defined below). Excluded
3 from the Class are those California owners and lessees of 1999 through 2003 model
4 year Chevrolet Silverados who timely requested to be excluded from the Class on or
5 prior to August 15, 2007. Subrogees, assignees and other third parties are not Class
6 Members, are not eligible to receive any benefits under this Agreement and are not
7 subject to any releases executed by or on behalf of the Representative Plaintiff or Class
8 Members.

9 2.9. “Class Action Settlement Notice” means the notice, substantially in the
10 form attached hereto as Exhibit C, provided to potential Class Members after issuance
11 of the Preliminary Approval Order.

12 2.10. “Class Counsel” means Girard Gibbs LLP, 601 California Street, 14th
13 Floor, San Francisco, California 94108.

14 2.11. “Class Vehicles” mean 1999 through 2003 model year Chevrolet
15 Silverados equipped with 4.8 liter (LR4), 5.3 liter (LM7), 6.0 liter (LQ4, LQ9) or 8.1
16 liter (L18) engines.

17 2.12. “Constant Noise” means piston or piston pin noise that is not “Start
18 Noise” (defined below), for example noise that continues after the engine warms up or
19 that begins after the engine has warmed up.

20 2.13. “Court,” unless specifically stated otherwise, means the Superior Court of
21 the State of California for the County of Los Angeles.

22 2.14. “Defendant’s Counsel” means Isaacs Clouse Crose & Oxford LLP, 21515
23 Hawthorne Boulevard, Suite 950, Torrance, California 90503.

24 2.15. “Documented Costs and Expenses” means the amount of reasonable and
25 documented out-of-pocket costs and expenses incurred by Plaintiff or Class Counsel,
26 shown by their application for reimbursement filed prior to the Fairness Hearing and
27 awarded by the Court, inclusive of past notice costs due to the Garden City Group of
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1 approximately \$93,000.00. Documented Costs and Expenses will not exceed the total
2 sum of \$215,000.00 in the aggregate without GM's approval.

3 2.16. "Effective Date" means the later of (a) the date upon which the time for
4 seeking appellate review of the Final Judgment (by appeal or otherwise) shall have
5 expired; or (b) the date upon which the time for seeking appellate review of any
6 appellate decision affirming the Final Judgment (by appeal or otherwise) shall have
7 expired and all appellate challenges to the Final Judgment shall have been dismissed
8 with prejudice without any person having any further right to seek appellate review
9 thereof (by appeal or otherwise).

10 2.17. "Fairness Hearing" means the hearing scheduled for a date approximately
11 75 days after the mailing of the Class Action Settlement Notice at which the Court will
12 consider whether to approve the Agreement as fair, reasonable, and adequate; will
13 consider the proposed Incentive Award to the Representative Plaintiff, the proposed
14 award of Attorneys' Fees to Class Counsel, and the proposed reimbursement of any
15 Documented Costs and Expenses to Class Counsel; will consider whether to enter the
16 Final Judgment; and will make such other rulings as are contemplated by this
17 Stipulation.

18 2.18. "Final Judgment" means the judgment, substantially in the form attached
19 hereto as Exhibit A, to be entered by the Court in the Action finally approving this
20 Agreement and dismissing the Action with prejudice.

21 2.19. "Final Notice" means the notice mailed to Class Members in substantially
22 the form annexed as Exhibit D within twenty-one (21) days of entry of Final Judgment
23 along with appropriate Claim Forms.

24 2.20. "GM" means Defendant General Motors Corporation.

25 2.21. "Incentive Award" means such incentive payment to the Representative
26 Plaintiff as may be awarded by the Court upon Class Counsel's request, in an amount
27 not to exceed \$7,500.00.

1 2.22. "Limited Warranty Period" means the warranty period specified in the
2 Chevrolet New Vehicle Warranty (3 years or 36,000 miles, whichever comes first).

3 2.23. "Parties" or "Party" means the Representative Plaintiff and/or Defendant
4 GM.

5 2.24. "Preliminary Approval Order" means the Court's order preliminarily
6 approving the terms of this Agreement as fair, adequate, and reasonable, including the
7 Court's approval of the form and manner of giving notice to potential Class Members,
8 substantially in the form attached hereto as Exhibit B.

9 2.25. "Released Claims" means any and all claims, demands, causes of actions
10 or liabilities, including but not limited to those for alleged violations of any state or
11 federal statutes, rules or regulations, and all common law claims, including Unknown
12 Claims as defined herein, based on or related in any way to (a) Start Noise or Constant
13 Noise in Class Vehicles; or (b) the factual allegations and legal claims that were made
14 in the Action, including any claim that any repair arguably covered by a GMPP should
15 have been paid for, reimbursed or provided to Class Members pursuant to MVWAP.
16 Released Claims do not include claims for personal injury, or claims based on or related
17 to engine noise conditions in Class Vehicles other than Start Noise or Constant Noise.
18 Consistent with the express terms of this Agreement, subrogation claims are not being
19 released as part of this settlement.

20 2.26. "Representative Plaintiff" means Jason Anderson, the named plaintiff in
21 the Action.

22 2.27. "Start Noise" means piston or piston pin noise that occurs at initial engine
23 start-up and disappears shortly after the engine warms up

24 2.28. "Unknown Claims" means any Released Claim that Plaintiff or Class
25 Members do not know or suspect to exist at the time of the release provided for herein,
26 including without limitation those that, if known, might have affected the Class
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1 Member's settlement and release pursuant to the terms of this Agreement or the Class
2 Member's decision not to object to the settlement terms memorialized herein.

3 2.29. "Unreimbursed Repair Expenses" means the amount of any repair expense
4 or partial repair expense paid by the Class Member which is not and was not (a) paid for
5 or reimbursed under the terms of the Class Member's extended warranty, service
6 contract or GMPP, (b) payable or reimbursable under the terms thereof, and (c) paid for
7 or reimbursed by GM or any Authorized GM dealer.

8 2.30. "Valid Claim" means and refers to a Claim that has been deemed eligible
9 for payment or other relief in accordance with the terms of this Agreement.

10 **III. CLASS RELIEF, CLASS NOTICE AND CLAIMS ADMINISTRATION,**
11 **ATTORNEYS' FEES AND COSTS**

12 3.1. The following relief is available to Class Members who submit Valid
13 Claims.

14 3.2. Class Members can make Claims for multiple settlement benefits and
15 receive all benefits for which they are eligible, conditioned upon submission of a signed
16 and valid Claim Form and any required documents as further provided below. This
17 includes benefits for multiple Unreimbursed Repair Expenses, again conditioned on
18 eligibility and submission of a signed and valid Claim Form and any required
19 documents.

20 **3.3 Reimbursement of Purchase Price of GMPPs.**

21 By using available GM or GMAC Insurance records, GM will identify Class
22 Members who purchased General Motors Protection Plans ("GMPPs") for Class
23 Vehicles and determine which of them purchased their GMPPs (a) within 90 days of
24 retail delivery of their Class Vehicle and (b) more than 90 days thereafter. These Class
25 Members will be eligible for reimbursement of the purchase price of their GMPPs
26 subject to the provisions of Paragraphs A or B below if they (1) complete and return a
27 timely and valid Claim Form (in the form of Exhibits E-1 or E-2 hereto), and (2) in the
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1 case of Exhibit E-1 Claim Forms only, submit the required documentation described
2 below.

3 **A. GMPP Purchasers Within 90 Days of Retail Delivery.** GM will
4 reimburse each Class Member in this group for the purchase price
5 of the GMPP paid by the Class Member if the Class Member
6 completes, signs under penalty of perjury and returns an Exhibit E-
7 1 Claim Form and supplies appropriate documentation showing
8 that his or her Silverado has or had Start Noise by the Claim
9 Deadline.

10 **B. GMPP Purchasers More Than 90 Days After Retail Delivery.**
11 GM will reimburse each Class Member in this group for the
12 purchase price of the GMPP paid for by the Class Member if the
13 Class Member completes, signs under penalty of perjury and
14 returns a signed Exhibit E-2 Claim Form by the Claim Deadline.

15 **3.4. Reimbursement of Customer-Paid Start Noise Repair Expense.** For
16 each Class Member who during the Applicable Warranty Period incurred Unreimbursed
17 Repair Expenses for a repair to address concerns about Start Noise, upon timely receipt
18 of (i) the Class Member's completed, signed and valid Claim Form (E-1, E-2 or E-3)
19 attesting under penalty of perjury that he or she paid for an engine repair to address a
20 concern about Start Noise and (ii) appropriate documentation of the repair and repair
21 expense (such as a dealer or third-party repair order), GM will fully reimburse the Class
22 Member for the repair expense.

23 **3.5. Constant Noise Evaluation and Appropriate Repairs.**

24 (a) For each Class Member who completes, signs and returns a timely and
25 valid Claim Form, attesting under penalty of perjury that prior to the expiration of the
26 Limited Warranty Period the Class Member made inquiry or expressed concerns to an
27 authorized GM dealer or GM about Constant Noise and did not receive a repair, GM
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1 will, within twenty-one (21) days of the Effective Date mail the Class Member
2 instructions explaining how the Class Member may obtain an engine noise evaluation
3 from any authorized Chevrolet dealer in California. GM will, upon presentation of the
4 Class Vehicle to an authorized Chevrolet dealer, cause the dealer to provide a current
5 noise evaluation of the Class Vehicle at no cost to the Class Member.

6 (b) If the current noise evaluation confirms that the Class Vehicle has
7 Constant Noise, GM will offer (at the Class Member's option) repairs to address,
8 remedy or eliminate Constant Noise ("Constant Noise Repairs"), including where
9 needed replacement of appropriate components. Any Constant Noise Repair that is
10 accepted by the Class Member pursuant to this paragraph will be performed at no cost
11 to the Class Member.

12 **3.6. Reimbursement for Listed Engine Repairs.** For each Class Member
13 who completes, signs and returns a timely and valid Claim Form (E-1, E-2 or E-3)
14 attesting under penalty of perjury that (a) the Class Member made inquiry of or
15 expressed concerns to an authorized GM dealer or GM about Start Noise prior to
16 expiration of the Limited Warranty Period; and (b) the Class Member incurred
17 Unreimbursed Repair Expenses for any of the engine repairs listed below within 6 years
18 or 100,000 miles of retail delivery (whichever came first), GM will reimburse the Class
19 Member for 75 percent (75 %) of the repair expense shown on appropriate written
20 documentation of the repair such as a repair order. The engine repairs eligible for this
21 reimbursement shall include only Unreimbursed Repair Expenses for the following
22 engine components:

- 23 • cylinder block, heads, crankshaft and bearings
- 24 • crankshaft seals – front and rear
- 25 • camshaft and bearings
- 26 • connecting rods and pistons
- 27 • valve train (including valve seals, valve covers and internal parts)

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- timing gears
- timing chain/belt and cover
- oil pump, oil pump housing, oil pan
- engine seals and gaskets
- lubricated internal engine parts
- water pump
- intake and exhaust manifolds
- flywheel
- harmonic balancer
- engine mounts

3.7. GM's Right To Offset Prior Payments and Enforce Prior Settlements and Releases. GM shall have the right to reduce any amount to be reimbursed by any amount previously paid by GM or any affiliate of GM for the same expense or that is or was payable or reimbursable under the Class Member's extended warranty, service contract, or GMPP. GM also shall have the right to enforce fully the terms of any release, judgment, arbitration award or other adjudication obtained in connection with any Class Member's prior claim concerning a Class Vehicle.

3.8. Mailing of Class Action Settlement Notice. Subject to the terms of the Preliminary Approval Order, GM or its designee shall, within thirty (30) days of entry of the Preliminary Approval Order cause the Class Action Settlement Notice to be sent by first-class mail to all Class Members whose names and mailing addresses appear on the vehicle registration data obtained from The Polk Company on or about May 30, 2007, which data shall be updated prior to mailing using the U.S. Postal Service's NCOA (National Change of Address) database.

3.9. Mailing of Final Notice and Claim Forms; Submission of Claims. No later than twenty-one (21) days after entry of Final Judgment, GM shall cause the Final Notice, substantially in the form attached as Exhibit D, and the appropriate Claim

1 Forms (substantially in the forms attached as Exhibits E-1 through E-3) to be sent by
2 first-class mail to all Class Members shown on the Class Action Settlement Notice
3 mailing list compiled for the mailing pursuant to paragraph 3.8 above, which data shall
4 be updated again prior to mailing using the U.S. Postal Service's NCOA (National
5 Change of Address) database. Any Class Member may submit a Claim Form to GM at
6 any time after receiving Final Notice and prior to the Claims Deadline.

7 **3.10. Claims Evaluation, Resolution and Payment.** GM agrees to process all
8 Claims submitted pursuant to this Agreement in good faith consistent with the terms of
9 this Agreement, and to disburse settlement payments to Class Members who submit
10 timely Valid Claims. GM will carry out these duties in accordance with the procedures
11 and guidelines set forth below. Consistent with the terms of this Agreement, Class
12 Counsel reserves the right to respond to Class Member inquiries, to use reasonable
13 efforts to resolve disputes, if any, in good faith with GM and, failing consensual
14 resolution, to move the Court for an order compelling compliance with the terms and
15 provisions of this Agreement.

16 **3.11. Claims Reporting, Processing and Resolution.**

17 (a) Within twenty-one (21) days of the Effective Date, GM shall do each of
18 the following:

19 (i) send Class Counsel a list of Valid Claims (i.e., Class Member's
20 name, address and VIN) (the "Valid Claims List") including the value of settlement
21 benefits under paragraphs 3.3 through 3.6 of this Agreement;

22 (ii) send Class Counsel a list of Claims that either have been denied or
23 reduced (pursuant to paragraph 3.7, above, or otherwise), and for each denied or
24 reduced Claim a clear description of the basis for the denial or reduction;

25 (iii) send each Class Member whose Claim has been denied or reduced a
26 written communication explaining the basis for the denial or reduction and informing
27 the Class Member of his/her/its option to challenge the denial or reduction (as set forth
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1 below), and furnish a copy of each such written communication and the Class Member's
2 Claim Form to Class Counsel; and

3 (iv) send all Class Members whose Claims are determined to be
4 deficient in one or more respects (e.g., because the Class Member forgot to sign the
5 Claim Form), a deficiency notice informing the Class Member that he/she/it has 21 days
6 after the receipt of that notice to cure the deficiency. If a Class Member fails to cure the
7 deficiency within 21 days after receipt of the notice to cure, GM may deny the Claim
8 and send the Class Member the written communication described in paragraph (ii)
9 above (with a copy to Class Counsel).

10 (b) A Class Member may challenge a Claim denial or reduction by notifying
11 GM and Class Counsel, by first-class mail or email, within 21 days after GM has mailed
12 the notification of claim denial or reduction to the Class Member, and providing GM
13 and Class Counsel a statement of the reason(s) the Class Member is disputing the Claim
14 denial or reduction. GM and Class Counsel shall meet and confer in a good faith effort
15 to resolve the Class Member's challenge.

16 (c) If, after good faith attempts at resolution, the Class Member, Class
17 Counsel and GM are not able to agree on a disposition of the Class Member's Claim,
18 the Class Member may instruct Class Counsel to submit the disputed Claim to Judge
19 West, or if Judge West is unavailable, to Judge Lichtman or another judicial officer of
20 the Los Angeles Superior Court to be agreed upon by the parties or assigned by the
21 Court, for final resolution. As a convenience to the Class Member, GM, Class Counsel
22 and the Court, the parties may combine all disputed Claims so they may be adjudicated
23 together in a single proceeding. Subject to the calendar conditions of the Court, GM
24 and Class Counsel agree to use their best efforts to submit any unresolved disputes to
25 the Court within seventy-five (75) days of the Effective Date.

1 **3.12. Payment of Valid Claims.**

2 (a) As soon as reasonably practicable, and in no event later than twenty-one
3 (21) days after the Effective Date, GM shall send, by first-class mail, to each Class
4 Member with a Valid Claim a settlement payment check in the amount of the Class
5 Member's Valid Claim.

6 (b) Class Members eligible for settlement payments who receive a deficiency
7 notice and who timely cure the deficiency will be sent a settlement check within fifteen
8 (15) days after the deficiency has been cured and GM has determined the Claim to be a
9 Valid Claim.

10 (c) Class Members eligible for settlement payments and who receive a notice
11 that their Claim has been reduced will be entitled to receive a settlement check, as
12 follows: (1) if the Class Member does not timely challenge the reduction, the Class
13 Member will be sent a settlement check in the amount of the reduced Claim within
14 thirty (30) days of the date the communication specified in paragraph 3.11(a)(ii) was
15 mailed to the Class Member; ALTERNATIVELY, (2) if the Class Member challenges
16 the reduction, the Class Member will be sent a settlement check within fifteen (15) days
17 after the date the Class Member's challenge is finally resolved and the amount of the
18 settlement payment to which the Class Member is entitled is finally determined either
19 through the meet and confer efforts of the Class Member, Class Counsel and GM, or by
20 order of the Court, as specified in paragraph 3.11 above.

21 **3.13. Costs of Class Notice and Claims Administration.** GM stipulates and
22 agrees that it will pay all notice and claims administration costs.

23 **3.14. Notice to Authorized Chevrolet Dealers in California.** GM shall
24 prepare an advisory, which GM will share with Class Counsel, informing authorized
25 Chevrolet dealers in California of the pertinent Settlement terms and procedures. GM
26 shall send the advisory to Chevrolet dealers in California within twenty-one (21) days of
27 the Effective Date.

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1 **3.15. Spanish Language Notices.** Class Counsel shall, by no later than the
2 date the Class Action Settlement Notice is mailed to Class Members, post English-
3 language and Spanish-language versions of the Class Action Settlement Notice (which
4 Spanish-language translation shall be paid for by GM as a claims administration
5 expense under paragraph 3.13 above) on Class Counsel's website, at:
6 www.GirardGibbs/SilveradoSettlement.com.

7 **3.16. Attorneys' Fees and Documented Costs and Expenses, and Incentive**
8 **Payment to Representative Plaintiff.** After an agreement was reached as to the
9 principal terms and conditions of this Agreement, and with the assistance of Judge
10 West, the Parties entered into discussions regarding an Incentive Award to the
11 Representative Plaintiff, Attorneys' Fees for Class Counsel, and reimbursement of
12 Class Counsel's Documented Costs and Expenses, as described herein. Pursuant to
13 those discussions, the Parties agree that, prior to the Fairness Hearing and entry of the
14 Final Judgment, Class Counsel may apply to the Court for an Incentive Award to
15 Representative Plaintiff and for an award of Attorneys' Fees. GM agrees not to oppose
16 either application provided that Class Counsel does not request an Incentive Award for
17 Representative Plaintiff in excess of \$7,500.00, and does not request a total and all-
18 inclusive Attorneys' Fees award in excess of \$1,950,000. GM also agrees not to oppose
19 an application for reimbursement of Class Counsel's Documented Costs and Expenses,
20 subject to reasonable documentation being provided to the Court, and provided that said
21 application does not request reimbursement of Document Costs and Expenses in excess
22 of \$215,000.

23 **3.17. GM's Payment Agreement.** Subject to the other terms of this
24 Agreement, GM agrees to pay the Incentive Award and the Attorneys' Fees awarded by
25 the Court provided that the Incentive Award does not exceed \$7,500.00, and the
26 Attorneys' Fees award does not exceed \$1,950,000.00. GM also agrees to reimburse
27 Class Counsel's Documented Costs and Expenses in the amount applied for and
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1 awarded by the Court, subject to the limitations set forth in paragraph 3.16, above.
2 Such payments will not reduce benefits available to Class Members nor will Class
3 Members be required to pay any portion of the Incentive Award, Attorneys' Fees or
4 Documented Costs and Expenses. The Class Notice will advise the Class Members of
5 Class Counsel's intent to seek an award of Attorneys' Fees and an Incentive Award the
6 Representative Plaintiff, including the amounts thereof. The amounts actually awarded
7 by the Court shall not affect the other terms of the settlement which shall remain in full
8 force and effect.

9 **3.18. Deposit of Funds.** Within five (5) business days of the Court granting
10 final approval of the Settlement, GM in full satisfaction of its monetary obligations to
11 Class Counsel will deposit all sums awarded as an Incentive Award for the
12 Representative Plaintiff, all sums awarded as Attorneys' Fees for Class Counsel, and all
13 sums awarded as reimbursement for Class Counsel's Documented Costs and Expenses,
14 into an interest-bearing bank account established at Union Bank of California, 44
15 Montgomery Street, San Francisco, California, or such other bank to be agreed upon by
16 the Parties. Within ten (10) days of the Settlement's Effective Date, and absent any
17 appeal by an objector from an order awarding an Incentive Award to the named plaintiff
18 or awarding Attorneys' Fees to Class Counsel, GM will transfer the sums deposited in
19 the Union Bank of California (or other agreed-upon) account, together with any accrued
20 interest, from the Union Bank of California (or other agreed-upon) account to an
21 Attorney-Client Trust Account established by Class Counsel as directed by Class
22 Counsel. In the event that the Settlement does not become effective, GM retains all
23 right to the amounts deposited in the Union Bank of California (or other agreed-upon)
24 account and may withdraw and retain the full amounts deposited, including any interest
25 earned. Notwithstanding the foregoing, in the event that a trial court ruling or appeal
26 results in the reduction of the Incentive Award, Documented Costs and Expenses or
27 Attorney's Fee Award, then GM on the later of ten days following the Effective Date or

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1 ten days following the final disposition of any appeal shall transfer the reduced
2 amount(s) awarded to Plaintiff and/or Class Counsel to Class Counsel's trust account,
3 together with a pro rata share of the interest earned, and GM shall receive the remaining
4 balance of the account, including a pro rata share of the interest earned.

5 **3.19. Limitation on GM's Liability.** GM shall have no liability or obligation
6 to pay any fees, expenses, costs or disbursements to, or incur any expense on behalf of,
7 any person, either directly or indirectly, in connection with this Action, the Agreement,
8 or the proposed settlement, other than the amounts expressly provided for in the
9 Agreement.

10 **IV. SETTLEMENT APPROVAL, RELEASE AND DEFAULT**

11 4.1. Promptly after execution of this Agreement, Plaintiff and GM will apply
12 to the Court for entry of the proposed Preliminary Approval Order, attached hereto as
13 Exhibit B, and setting of a hearing for the Court to consider (a) whether to make final its
14 certification of the Class for purposes of the Settlement but not for trial purposes; (b)
15 whether to grant final approval of the Settlement as fair, reasonable and adequate for the
16 Class as a whole; (c) whether to grant Class Counsel's application for Attorneys' Fees,
17 Documented Costs and Expenses and the Representative Plaintiff's Incentive Award
18 and, if so, in what amounts; and (d) any related matters as appropriate ("Fairness
19 Hearing").

20 4.2. GM shall cause the Class Action Settlement Notice to be printed and
21 mailed to Class Members in accordance with the terms of the Preliminary Approval
22 Order and paragraph 3.8 of this Agreement. No later than the day the motion for final
23 approval of the Settlement is to be filed under the Preliminary Approval Order, GM or
24 its designee will file an affidavit or declaration attesting it has mailed the Class Action
25 Settlement Notice to Class Members in accordance with the Preliminary Approval
26 Order.

1 4.3. In accordance with the Preliminary Approval Order or such other or
2 further order of the Court, Class Counsel will file a motion for final approval of the
3 Settlement and an application for Attorneys' Fees, Documented Costs and Expenses,
4 and an Incentive Award for the Representative Plaintiff, and the Parties will brief the
5 motion and application. GM may, but is not obligated to, join in the motion for final
6 approval of the Settlement.

7 4.4. The Parties will appear at the Fairness Hearing and present their
8 arguments in support of final approval of the Settlement and entry of the proposed Final
9 Judgment, and Class Counsel will present its arguments in support of an award of
10 Attorneys' Fees, Documented Costs and Expenses, and an Incentive Award for the
11 Representative Plaintiff. GM will not object to or oppose an award of Attorneys' Fees,
12 Documented Costs and Expenses and an Incentive Award for the Representative
13 Plaintiff if the amounts sought do not exceed the limits set forth in paragraphs 2.15, 3.16
14 and 3.17.

15 4.5. Representative Plaintiff and each Class Member stipulates and agrees that,
16 upon the Effective Date, he, she, or it shall be deemed to have, and for the consideration
17 provided for herein and by operation of the Final Judgment shall have, released, waived
18 and discharged his, her or its Released Claims as defined herein and shall have
19 expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
20 rights, and benefits of section 1542 of the California Civil Code, and of any similar law
21 of any other state, which provides: "a general release does not extend to claims which
22 the creditor does not know or suspect to exist in his or her favor at the time of executing
23 the release, which if known by him or her must have materially affected his or her
24 settlement with the debtor." Representative Plaintiff and Class Members may hereafter
25 discover facts in addition to or different from those which he or she now knows or
26 believes to be true with respect to the subject matter of the Released Claims, but
27 Representative Plaintiff and Class Members, upon the Effective Date, shall be deemed
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1 to have, and by operation of law shall have, fully, finally and forever settled, released
2 and discharged any and all Released Claims, known or unknown, suspected or
3 unsuspected, contingent or non-contingent, whether or not concealed or hidden, that
4 now exist or heretofore may have existed upon any theory of law or equity now existing
5 or coming into existence in the future, including but not limited to, conduct that is
6 negligent, reckless, intentional, with or without malice, or a breach of any duty, law or
7 rule, without regard to the subsequent discovery or existence of such different or
8 additional facts.

9 4.6 GM agrees that, upon the Effective Date, it shall be deemed to have
10 released, waived and discharged any and all claims or causes of action, known or
11 unknown, against Representative Plaintiff Jason Anderson or Class Counsel based on or
12 in any way related to any of the allegations, acts, omissions, transactions, events or
13 other matters alleged, claimed or at issue in the Action, provided that this release shall
14 not extend to any claim for breach of this Agreement or violation of the Final Judgment
15 entered pursuant to the terms hereof.

16 **V. PRELIMINARY INJUNCTION PENDING FAIRNESS HEARING.**

17 5.1. Pending Court approval of this Agreement at the Fairness Hearing, all
18 potential Class Members who have not previously excluded themselves from the Class
19 shall be preliminarily enjoined and barred (i) from filing or commencing any lawsuit in
20 any jurisdiction based on or relating to the claims and causes of action, or the facts and
21 circumstances relating thereto, in this Action and/or the Released Claims; and (ii) from
22 filing or commencing any other lawsuit as a class action on behalf of Class Members
23 (including by seeking to amend a pending complaint to include class allegations or
24 seeking class certification in a pending action) based on or relating to the claims and
25 causes of action, or the facts and circumstances relating thereto, in this Action and/or
26 the Released Claims.

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1 **VI. OBJECTIONS TO SETTLEMENT**

2 6.1. Any Class Member who wishes to object to the Agreement, the proposed
3 settlement, the Incentive Award or the request for Attorneys' Fees and Expenses, must
4 serve a written objection that must be postmarked no later than forty-five (45) days after
5 the date of mailing of the Class Action Settlement Notice. The written objection must
6 be filed and served as follows:

7 Clerk of the Court	Class Counsel	GM's counsel
8 Clerk of the Court 9 Superior Court of the State of California 10 County of Los Angeles 11 Central Civil West Courthouse 12 600 S. Commonwealth Avenue 13 Los Angeles, CA 90005	14 Elizabeth Pritzker 15 Girard Gibbs LLP 16 601 California St., 14th Floor 17 San Francisco, CA 94108	18 Gregory R. Oxford 19 Isaacs Clouse Crose & Oxford LLP 20 21515 Hawthorne Blvd., Suite 950 21 Torrance, CA 90503

22 The written objection must include: (i) the objector's name, address and telephone
23 number; (ii) the Vehicle Identification Number of the vehicle that establishes that the
24 objector is a member of the Class; (iii) the name of this case and the case number,
25 (iv) the specific reason and basis for the objection, including any legal and factual
26 support the objector wishes to bring to the Court's attention and any evidence in support
27 of each objection.

28 6.2. If the objector intends to appear at the Fairness Hearing through counsel,
the comment must also state the following: (i) the identity of all attorneys representing
the objector who will appear at the fairness hearing, (ii) the identity and number of
Class Members represented by objector's counsel; (iii) the number of such represented
Class Members who have opted out of the Class and the Settlement; (iv) the number of
such represented Class Members who have remained in the Settlement and have not
objected; (v) the date the objector's counsel assumed representation for the objector, and
(vi) a list of the names of all cases where the objector's counsel has objected to a class
action settlement in the last three years. Objecting Class Members must also make
themselves available for deposition by Class Counsel and/or GM's counsel in their

1 county of residence, between the time the objection is filed and seven (7) days before
2 the date of the Fairness Hearing. To appeal from any provision of the order approving
3 the Settlement as fair, reasonable and adequate, the award of incentive payments, or to
4 the award of reasonable attorneys' fees and documented costs and expenses paid by
5 Defendant and awarded to Class Counsel, the objector must appear in person, or
6 through counsel, or seek leave of Court excusing such appearance prior to the fairness
7 hearing, or as otherwise may be permitted by the Court at the fairness hearing. In
8 addition, the objector must demonstrate compliance with paragraph 6.1 to show that he
9 or she is a member of the Class.

10 6.3. Class Members, or their attorneys, intending to make an appearance at the
11 Fairness Hearing, must deliver a Notice of Intention to Appear to Class Counsel and
12 Defendant's Counsel identified above, and have this Notice file-stamped by the Court,
13 no later than thirty (30) days before the Fairness Hearing. The Notice of Intention to
14 Appear must: (i) state how much time the Class Member and/or their attorney
15 anticipates needing to present the objection; (ii) identify, by name, address, telephone
16 number and detailed summary of testimony, any witnesses the Class Member and/or
17 their attorney intends to present any testimony from; and (iii) identify all exhibits the
18 Class Member and/or their attorney intends to offer in support of the objection and
19 attach complete copies of all such exhibits.

20 6.4. Any Class Member and/or their attorney who fails to comply with the
21 provisions of the foregoing paragraphs 6.1 through 6.3 shall be deemed to have waived
22 and forfeited any and all rights he or she may have to appear separately and/or object,
23 and shall be bound by all the terms of the Agreement.

24 VII. GENERAL PROVISIONS.

25 7.1. All Parties agree that this Agreement was drafted jointly by counsel for
26 the Parties at arm's length and that the Agreement including its Exhibits constitutes the
27 sole agreement between the Parties concerning the subject matter hereof. Further, the
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1 Parties intend and agree that this Agreement, including its Exhibits, is a fully integrated
2 and enforceable Agreement, and further stipulate and agree that: (i) there are no other
3 agreements, written or oral, between the Parties concerning this subject matter; (ii) no
4 representations, warranties or inducements have been made to any Party concerning the
5 Settlement or this Agreement other than are contained in the Agreement; and (iii) this
6 Agreement shall not be modified or amended except by a signed writing executed by or
7 on behalf of all Parties and approved by the Court.

8 7.2. The Parties expressly agree that the terms and provisions of this
9 Agreement are contractual and not a mere recital and shall survive the execution of this
10 Agreement and entry of the Final Judgment and shall continue in full force and effect
11 thereunder.

12 7.3. The Agreement will terminate at the sole option and discretion of GM or
13 Class Counsel if: (i) the Court, or any appellate court(s), rejects, modifies or denies
14 approval of any material portion of the Agreement or the proposed settlement (except
15 for the Incentive Award, Reimbursement of Designated Costs and Expenses and the
16 Award of Attorneys' Fees and Expenses as to which the provisions of paragraph 3.17
17 shall control), including, without limitation, the terms of relief, the findings of the
18 Court, the provisions relating to notice, the definition of the Class and/or the scope or
19 terms of the Released Claims; or (ii) the Court, or any appellate court(s), does not enter
20 or affirm, or alters or expands, any material portion of the Final Judgment. In such
21 event, this Agreement and all negotiations shall be without prejudice to the Parties and
22 shall not be admissible into evidence, and shall not be deemed or construed to be an
23 admission or confession by any of the Parties or any fact, matter or proposition of law.

24 7.4. If this Stipulation is not approved by the Court or the Settlement is
25 terminated or there is a failure to reach the Effective Date in accordance with the terms
26 of this Stipulation, the Parties and all Class Members will be restored to their respective
27 positions as of the date immediately preceding the commencement of settlement
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1 discussions in the Action, including their respective positions on class certification. In
2 such event, the terms and provisions of this Stipulation, will have no further force and
3 effect with respect to the Parties; neither the fact nor the terms of the Settlement will be
4 used in this Action or in any other proceeding for any purpose; and any Judgment or
5 order entered by the Court in accordance with the terms of this Stipulation will be
6 treated as vacated, nunc pro tunc. No order of the Court or modification or reversal on
7 appeal of any order of the Court concerning any Incentive or Attorneys' Fee Award or
8 Reimbursement of Documented Costs and Expenses will constitute grounds for
9 cancellation or termination of this Stipulation.

10 7.5. The Agreement shall be governed by and interpreted according to the laws
11 of the State of California without regard to its conflicts of law provisions.

12 7.6. If any disputes arise regarding the implementation or interpretation of this
13 Agreement, the Parties agree to use reasonable efforts to resolve the dispute, including
14 consultation or mediation with Judge West, failing which the parties agree to present the
15 dispute Judge Lichtman or another judicial officer of the Los Angeles Superior Court to
16 be agreed upon by the parties or assigned by the Court for final resolution.

17 7.7. Whenever the Agreement requires or contemplates that one Party shall or
18 may give notice to the other, notice shall be provided by facsimile and/or next-day
19 (excluding weekends and holidays) express delivery service as follows:

20 a. If to Defendant, then to:

21 L. Joseph Lines, III
22 General Motors Corporation
23 Mail Code 482-026-601
24 400 Renaissance Center
25 P.O. Box 400
26 Detroit, Michigan 48265-4000

Gregory R. Oxford
Isaacs Clouse Crose & Oxford LLP
21515 Hawthorne Boulevard, Suite 950
Torrance, California 90503
(310) 316-1990
(310) 316-1330 (FAX)

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b. If to Plaintiff, then to Class Counsel:

Elizabeth C. Pritzker
Girard Gibbs LLP
601 California St., 14th Floor
San Francisco, California 94108
(415) 981-4800
(415) 981-4846 (FAX)

7.8. The Parties reserve the right, subject to the Court's approval, to agree upon any reasonable extensions of time that might be necessary to carry out any of the provisions of the Agreement.

7.9. In no event shall the Agreement, any of its provisions or any negotiations, statements, or court proceedings relating hereto in any way be construed as, offered as, received as, or used as an admission of liability in any judicial, administrative, regulatory, arbitration or other proceeding. Further, this Agreement shall not be offered or admitted into evidence in any proceeding, except the proceeding to seek court approval of this settlement or in a proceeding to enforce the terms of the settlement.

7.10. The Parties, their successors and assigns, and their attorneys undertake to implement the terms of the Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of the Agreement.

7.11. The Parties, their successors and assigns, and their attorneys agree to cooperate fully with one another in seeking Court approval of the Agreement and to use their best efforts to effect the prompt consummation of the Agreement and the proposed settlement.

7.12. The Court will retain jurisdiction to the extent allowed by law with respect to implementation and enforcement of the terms of this Stipulation, and the Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement. All applications with respect to any aspect of the Settlement shall be presented to and determined by the Court.

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7.13. Each person executing this Agreement warrants that he or she has the authority to do so.

7.14. The Agreement may be signed in counterparts, each of which shall constitute a duplicate original.

**APPROVED AND AGREED TO BY AND ON BEHALF OF
PLAINTIFF JASON ANDERSON AND THE CLASS**

Date: November 13, 2008

GIRARD GIBBS LLP

By: 

Elizabeth C. Pritzker
Attorney for Plaintiff
Jason Anderson and the Class

**APPROVED AND AGREED TO BY AND ON BEHALF OF
DEFENDANT GENERAL MOTORS CORPORATION**

Date: November 13, 2008

ISAACS CLOUSE CROSE & OXFORD LLP

By: 

Gregory R. Oxford
Attorney for Defendant
General Motors Corporation

EXHIBIT D

COPY

1 ERIC H. GIBBS (S.B. #178658)
2 ELIZABETH C. PRITZKER (S.B. #146267)
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8 Jason Anderson and the Class

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14 Attorneys for Defendant
15 General Motors Corporation

16 Of Counsel
17 L. JOSEPH LINES, III
18 GENERAL MOTORS CORPORATION
19 Mail Code 482-026-601
20 400 Renaissance Center
21 P.O. Box 400
22 Detroit, Michigan 48265-4000
23 Tel: (313) 665-7386; Fax: (313) 665-7376

RECEIVED

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Dept. 322

ORIGINAL FILED

NOV 18 2008

LOS ANGELES
SUPERIOR COURT

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF LOS ANGELES

17
18
19 Coordination Proceeding Special Title
(Rule 1550(c))

20 GENERAL MOTORS CASES

21 This Document Relates to:

22 JASON ANDERSON, on behalf of himself
23 and all others similarly situated,

24 Plaintiff,

25 v.

26 GENERAL MOTORS CORPORATION,

27 Defendant.
28

Case No. JCCP4396

CERTIFIED CLASS ACTION

~~PROPOSED~~ ORDER
PRELIMINARILY APPROVING
STIPULATION OF SETTLEMENT

Hearing Date: November 18, 2008

Time: 9:30 a.m.

Department: CCW 322

Hon. Peter D. Lichtman

BY FAX

1 WHEREAS, Representative Plaintiff Jason Anderson, individually and as certified
2 representative of the Class ("Plaintiff") and defendant General Motors Corporation
3 ("GM") have entered into a Stipulation of Settlement (the "Agreement") subject to the
4 approval and determination of the Court as to fairness, reasonableness, and adequacy of
5 the settlement which, if approved, will result in dismissal of the Action with prejudice;
6 and

7 WHEREAS, terms defined in the Agreement filed by the parties herein will have
8 the same meaning in this Order,

9 IT IS HEREBY STIPULATED, by and between Representative Plaintiff and GM,
10 by and through their undersigned counsel, that the Court following its review of the
11 Stipulation of Settlement and related documents submitted by the parties, may enter its
12 order as follows:

13 The Court based on its independent review of and due deliberation concerning the
14 Stipulation of Settlement and related documents hereby orders:

15 1. **Preliminary Approval.** Based on the facts and legal authorities presented
16 to the Court throughout the pendency of this Action, the terms of the Agreement and the
17 Court's independent review, the proposed Agreement appears to be fair, reasonable and
18 adequate with respect to Class Members as that term is defined in the Stipulation of
19 Settlement.

20 2. **Fairness Hearing.**

21 (a) A hearing will be held on [March 5, 2009 at 1:45 p.m.] in Department
22 CCW 322 of the Los Angeles Superior Court, Central Civil West Courthouse, 600 S.
23 Commonwealth Avenue, Los Angeles, California, to decide, among other things: (a)
24 whether the Agreement should be finally approved as fair, reasonable and adequate; (b)
25 whether the Action should be dismissed with prejudice pursuant to the terms of the
26 Agreement; (c) whether Class Members should be bound by the release set forth in the
27 Agreement; (d) whether Class Members should be subject to a permanent injunction that,
28 among other things, will enjoin and bar Class Members from filing, commencing,

1 prosecuting, intervening in, or participating in (as class members or otherwise), any
2 lawsuit in any jurisdiction based on or relating to the claims and causes of action, or the
3 facts and circumstances relating thereto, in this Action and/or the Released Claims (as
4 defined in the Agreement); and (e) whether the application of Class Counsel for an award
5 of Attorneys' Fees and reimbursement of Class Counsel's Documented Costs and
6 Expenses, and the application of Representative Plaintiff Jason Anderson for an Incentive
7 Award should be approved.

8 **3. Pre-Hearing Notices.**

9 (a) **Class Notice.** Notice of the proposed class action settlement, in the
10 form filed with this Court as Exhibit C to the Agreement (the "Class Action Settlement
11 Notice"), shall be sent by first-class mail to Class Members by GM within thirty (30) days
12 after the entry of this Preliminary Approval Order, subject to any reasonable extension of
13 this deadline that is agreeable to the Parties or ordered by the Court. Additionally, Class
14 Counsel shall, by no later than the date the Class Action Settlement Notice is mailed to
15 Class Members, post a Spanish-language version of the Class Action Settlement Notice on
16 Class Counsel's website, at the following URL:

17 www.GirardGibbs/SilveradoSettlement.com.

18 (b) **Proof of Mailing Class Notices.** At the time the motion for final
19 approval of the Settlement is to be filed, the Claims Administrator or other such
20 appropriate person or entity, among others, shall file an affidavit or declaration attesting
21 that notice to the Class was disseminated in accordance with this Preliminary Approval
22 Order.

23 **4. Findings Concerning Notice.** Having considered, among other factors, (i)
24 the cost of giving notice by various methods, (ii) the interests of each Class Member; (iii)
25 the likelihood that Class Members' current address can be obtained, and (iv) the likelihood
26 that each Class Member will receive actual notice, the Court expressly finds that notice
27 given in the form and manner provided in Paragraph 3(a) of this Order and as described in
28 the Agreement will provide the best notice practicable under the circumstances. The

1 Court finds that the content and manner of the Class Notice: (i) is the best practicable
2 notice; (ii) is reasonably calculated, under the circumstances, to apprise Class Members of
3 the pendency of the Action and of their right to object to the proposed settlement; (iii) is
4 reasonable and constitutes due, adequate and sufficient notice to all persons entitled to
5 receive notice; and (iv) meets all applicable requirements of any law, the Due Process
6 Clauses of the United States and California Constitutions, and the California Code of Civil
7 Procedure and Rules of Court. The Court further finds that the proposed manner and form
8 of the Class Notice reasonably advises potential members of the Class of the following:
9 (a) the nature of the Action and settlement relief, and that the relief is limited to that
10 provided by the Agreement and is contingent on the Court's final approval thereof; and
11 (b) that any Class Member may, if he or she desires, object and enter an appearance
12 through his or her counsel. In sum, the Court finds that the Class Notice and method of
13 mailing to Class Members provided in the Agreement is readily understandable,
14 reasonable, constitutes due, adequate and sufficient notice to all persons entitled to receive
15 notice and meets all the requirements of due process.

16 **5. Objections and Appearances.**

17 (a) **Written Objections.** Any Class Member who wishes to object to the
18 fairness, reasonableness or adequacy of the Agreement or the proposed settlement, award
19 of Attorneys' Fees or Incentive Award, may make a written objection, in compliance with
20 Section V of the Agreement, which must be received by Class Counsel and GM's Counsel
21 and have been file-stamped by the Court no later than ~~February 2, 2009~~ 45 days from
22 the date of mailing of the Class Notice. Written objections must be verified by sworn
23 affidavit and must include: (i) the objector's name, address and telephone number; (ii) the
24 name of the Action and the case number, (iii) a statement of each objection; and (iv) a
25 written brief detailing the specific reasons, if any, for each objection, including any legal
26 and factual support the objector wishes to bring to the Court's attention and any evidence
27 the objector wishes to introduce in support of the objection(s). If the objection is
28 presented through an attorney, the written objection must also include: (i) the identity and

1 number of Class Members represented by objector's counsel; (ii) the number of such
2 represented Class Members who have opted out of the settlement; (iii) the number of such
3 represented Class Members who have remained in the settlement and have not objected;
4 (iv) the date the objector's counsel assumed representation for the objector, and (v) a list
5 of the names of all cases where the objector's counsel has objected to a class action
6 settlement in the last three years. Objecting Class Members who intend to testify in
7 support of their objection either in person or by affidavit must also make themselves
8 available for deposition by Plaintiffs' counsel and/or GM's counsel in their county of
9 residence, between the time the objection is filed and seven (7) days before the date of the
10 Fairness Hearing. To appeal from any provision of the final order approving the
11 Settlement as fair, reasonable and adequate, the award of an Incentive Payment to the
12 Representative Plaintiff, or to the award of Attorneys' Fees or Documented Costs and
13 Expenses paid by GM and awarded to Class Counsel, the objector must appear at the
14 Fairness Hearing in person, or through counsel, or seek leave of Court excusing such
15 appearance prior to the Fairness Hearing, or as otherwise may be permitted by the Court at
16 the Fairness Hearing.

17 (b) **Appearance at Fairness Hearing.** Any Class Member who files
18 and serves a written objection, as described in the preceding subsection, may appear at the
19 Fairness Hearing, either in person or through personal counsel hired at the Class
20 Member's expense, to object to the fairness, reasonableness, or adequacy of the Agreement
21 or the proposed settlement, or to the award of Attorneys' Fees and Expenses. Class
22 Members, or their attorneys, intending to make an appearance at the Fairness Hearing,
23 must deliver to Class Counsel and GM's Counsel, and have file-marked by the Court, no
24 later than [February 2, 2009], a Notice of Intention to Appear. The Notice of Intention
25 to Appear must: (i) state how much time the Class Member and/or their attorney
26 anticipates needing to present the objection; (ii) identify, by name, address, telephone
27 number and detailed summary of testimony any witnesses the Class Member and/or their
28 attorney intends to present any testimony from; and (iii) identify all exhibits the Class

1 Member and/or their attorney intends to offer in support of the objection and attach
2 complete copies of all such exhibits.

3 (c) Any Class Member and/or their attorney who fails to comply with the
4 provisions of the preceding subsections shall waive and forfeit any and all rights he or she
5 may have to appear separately and/or object, and shall be bound by all the terms of the
6 Agreement and any orders entered by the Court.

7 (d) Written objections and Notices of Intention to Appear (along with the
8 supporting brief, any evidence, and any other required materials) must be filed with the
9 Clerk of the Court *and* delivered to Plaintiffs' counsel and GM's counsel no later than
10 [February 2, 2009] at the following addresses:

11 12 13 14 15 16 17 18	Clerk of the Court: Superior Court of California County of Los Angeles Central Civil West Courthouse 600 S. Commonwealth Avenue Los Angeles, California 90005 Class Counsel: Elizabeth C. Pritzker Girard Gibbs LLP 601 California St., 14th Floor San Francisco, California 94108	GM's Counsel: Gregory R. Oxford Isaacs Clouse Crose & Oxford LLP 21515 Hawthorne Boulevard Suite 950 Torrance, California 90503
--	--	--

19 **6. Final Approval Pleadings, Incentive Awards and Fee Application.**

20 (a) Class Counsel shall file a motion for final approval of the Settlement and an
21 application for Attorneys' Fees, Documented Costs and Expenses, and an Incentive
22 Award for the Representative Plaintiff on or before ~~{February 2, 2009}~~ GM has the right,
23 but not the obligation, to join in the motion for final approval of the Settlement.

24 (b) Five (5) court days prior to the date set for hearing, Class Counsel and/or
25 GM may file a reply memorandum in support of the motion for final approval of the
26 Settlement. Class Counsel and/or GM shall be permitted to respond to Class Member
27 comments on or objections to the Settlement, if any, as part of its reply memorandum.
28

1 7. Preliminary Injunction. All Class Members are preliminarily enjoined and
2 barred (i) from filing or commencing any lawsuit in any jurisdiction based on or relating
3 to the claims and causes of action, or the facts and circumstances relating thereto, in this
4 Action and/or included within the Released Claims; and (ii) from filing or commencing
5 any lawsuit based on or relating to the claims and causes of action, or the facts and
6 circumstances relating thereto, in this Action and/or included within the Released Claims.

7 8. Service of Papers. GM's counsel and Class Counsel shall serve on each
8 other and on all other parties who have filed notices of appearance before the Fairness
9 Hearing, any further documents in support of the proposed settlement, including responses
10 to any papers filed by a Class Member. GM's counsel and Class Counsel shall promptly
11 furnish each other with any and all objections or written exclusion requests that may come
12 into their possession before the Fairness Hearing.

13 9. Termination of Settlement. This Order shall become null and void, and
14 shall be without prejudice to the rights of the parties, all of whom shall be restored to their
15 respective positions existing immediately before this Court entered this Order, if (a) the
16 proposed settlement is not finally approved by the Court, or does not become final,
17 pursuant to the terms of the Agreement; or (b) the proposed settlement is terminated in
18 accordance with the Agreement or does not become effective as required by the terms of
19 the Agreement for any other reason. In such event, the proposed settlement and
20 Agreement shall become null and void and be of no further force and effect, shall be
21 inadmissible into evidence for any purposes, and neither the Agreement nor this
22 Preliminary Approval Order shall be used or referred to for any purpose whatsoever.

23 10. Use of Order. This Preliminary Approval Order shall be of no force and
24 effect if the settlement is not approved or does not become final and shall not be construed
25 or used as an admission, concession or declaration by or against GM of any fault,
26 wrongdoing, breach or liability, or by or against Plaintiff or the Class Members that their
27 claims lack merit or that the relief requested in the Action is inappropriate, improper or
28

1 unavailable, or as a waiver by any party of any defenses it may have, including defenses
2 or arguments opposing class certification.

3 **11. Defined Terms.** Capitalized terms used in this Preliminary Approval Order
4 shall have the same meaning as set forth in Part II of the Stipulation of Settlement.

5 Good cause appearing therefor, **IT IS SO ORDERED.**

6 DATED: November 19, 2008

7 **PETER D. LICHTMAN**

8 Judge of the Superior Court

9 **APPROVED AS TO FORM:**

10 **GIRARD GIBBS LLP**

11
12 By: 

13 Elizabeth C. Pritzker
14 Attorneys for Plaintiff
15 Jason Anderson and the Class

16 **ISAACS CLOUSE CROSE & OXFORD LLP**

17 By: 

18 Gregory R. Oxford
19 Attorneys for Defendant
20 General Motors Corporation

EXHIBIT E

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
In Re General Motors Cases (Anderson v. General Motors Corp), JCCP No. 4396

**FOR CALIFORNIA RESIDENTS WHO OWN OR LEASE 1999-2003
 CHEVROLET SILVERADO TRUCKS WITH 4.8, 5.3, 6.0 OR 8.1 LITER ENGINES**

**You May Be Able To Obtain Cash Reimbursements If Your Vehicle Has Piston Or Piston Pin
 Noise Under A Proposed Class Action Settlement.**

The Settlement: There is a proposed Class Action Settlement involving California owners and lessees of certain 1999-2003 Chevrolet Silverado trucks who have piston or piston pin noise in their vehicles. This noise is sometimes referred to as cold engine knock, rough idle, piston slap, cold tick or cold start noise.

Persons Entitled to Benefits You are a Class Member and entitled to benefits under the Settlement if 1) you live in or purchased or leased one of these Silverado vehicles in California, 2) you owned or leased the vehicle as of June 15, 2007, and 3) the vehicle makes or has made piston or piston pin noise.

Available Settlement Benefits The Settlement must be approved by the Superior Court of California, County of Los Angeles. If approved, available benefits will include:

For those people with piston or pin noise only at startup:

- Full cash reimbursement of the purchase price of any General Motors Protection Plan ("GMPP").
- Full cash reimbursement of expenses paid for piston or piston pin noise repairs during the Limited Warranty period or, if applicable, during the GMPP period.
- Cash reimbursement of 75% for certain engine repair expenses within 6 years or 100,000 miles of retail delivery of the vehicle, and

For those people with constant piston or pin noise:

- A free noise evaluation by an authorized GM dealer and, if needed, a free engine repair.

See pages 2-3 of this Notice for additional information about these benefits and required documentation.

Settlement Approval and Claims Process. If the Court approves the Settlement, a Claim Form will be mailed to you. You may use the Claim Form to make a claim for settlement payments or other benefits.

Summary of Class Members' Rights and Options Under the Settlement. The purpose of this Notice is to inform you, as a potential Class Member, of the terms of the proposed Settlement, and your rights and options under the Settlement. You may:

PARTICIPATE IN THE SETTLEMENT	If you agree with the Settlement, you need not do anything until after the Court decides whether to approve the Settlement. If the Settlement is approved, you will be sent a Claim Form and instructions about how to claim your settlement benefits.
OBJECT OR COMMENT ON THE SETTLEMENT	Write the Court about why you do, or do not, like the Settlement.
ATTEND THE HEARING	Ask to speak to the Court about the fairness of the Settlement.
DO NOTHING	Receive no payment or other benefit. Become barred from bringing or being part of any other lawsuit concerning these issues.

This Notice May Affect Your Rights Please Read It Carefully
 For more information or a copy of this Notice in Spanish, call 1-866-981-4800
 or visit www.gmardqibbs.com/silverado

Este Aviso Le Informa Sobre un Acuerdo Legal Propuesto Que Puede Afectar Sus Derechos Por Favor Lea Este Aviso Con Cuidado Para mas informacion o una copia de este aviso en español, llama 1-866-981-4800 o lo visita www.gmardqibbs.com/silverado

PLAINTIFFS' STATEMENT ABOUT THE CASE

This lawsuit is brought by Plaintiff Jason Anderson against General Motors Corporation ("GM"). The lawsuit alleges that GM has an Engine Knock Noise "Adjustment Program" under which it provides certain owners and lessees of Silverado trucks with extended warranties, General Motors Protection Plans ("GMPPs") or other benefits when they complain that their vehicles have or have had piston or piston pin noise at initial start up that goes away shortly after the engine warms up ("Start Noise"). Plaintiff claims GM violated California's "Secret Warranty" Law, Cal Civil Code §§ 1795 90 *et seq*, and Unfair Competition Law, Cal Bus & Prof Code § 17200 *et seq*, because GM failed to notify all 1999-2003 Silverado owners and lessees about its Adjustment Program, or inform them that they may be eligible for a free GMPP or other benefits offered under that Program

GM'S STATEMENT ABOUT THE CASE:

GM denies Plaintiff's claims, and contends that it lawfully assisted a small percentage of Silverado owners and lessees whose trucks may make a particular type of engine knock noise at cold start-up that goes away within a few seconds. GM contends this type of noise has no adverse effect on the durability, reliability or performance of the engine. GM contends it has given assistance in the form of free GMPPs or other goodwill measures to promote customer satisfaction, and that its goodwill measures do not constitute a "secret warranty" or "Adjustment Program" under California law

CERTIFIED CLASS ACTION

The case was certified as a class action by a Los Angeles Court on behalf of the following Class

All California owners and lessees of 1999-2003 Chevrolet Silverados equipped with 4.8 liter, 5.3 liter, 6.0 liter or 8.1 liter engines ("Class Vehicles") who (1) Have an engine "knock, ping or slap" noise in their vehicles, and (2) Were not given notice of the condition giving rise to or the terms of GM's Engine Knock Noise Adjustment Program

For purpose of this Notice and the Settlement, "knock, ping or slap noise" has the same meaning as "Start Noise" (piston or piston pin noise at initial engine start up that disappears shortly after the engine warms up), or "Constant Noise" (piston or piston pin noise that is not "Start Noise," for example, noise that continues or begins after the engine warms up)

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AGREEMENT TO SETTLE:

Plaintiff and Class Counsel believe the proposed Settlement is in the best interests of the Class, that is desirable to settle this lawsuit to avoid the uncertainties of continued litigation, and that the terms and benefits of the Settlement described in this Notice provide fair, reasonable relief to the Class

GM expressly denies any wrongdoing and does not admit or concede any actual or potential fault, wrongdoing or liability in connection with any fact or any claim asserted in the lawsuit. GM has concluded, however, that it is desirable to settle the lawsuit upon the terms and conditions described in this Notice because it will (1) fully resolve all claims raised in the lawsuit, (2) avoid the expense, burden and uncertainties of continued litigation, trial or appeal, and (3) promote customer satisfaction with GM and Chevrolet vehicles

BENEFITS AVAILABLE TO CLASS MEMBERS

If the Court approves the Settlement, Class Members will be able to make claims for multiple settlement benefits as described in paragraphs 1, 2, 3 and 4, below, and will receive all benefits for which they are eligible. This includes benefits for multiple, unreimbursed repair expenses. Unreimbursed repair expenses do not include expenses covered, paid for or reimbursed under any extended warranty, GMPP or other service contract. GM may reduce the amount to be reimbursed to a Class Member by the amount, if any, previously paid by GM or any affiliate of GM for the same expense

If the Court Approves the Settlement, you will be mailed a Claim Form and instructions that explain (1) how to make a claim for settlement benefits, and (2) the deadline for submitting a timely claim

The settlement benefits available to Class Members include

1. Reimbursement of Purchase Price of GMPPs Purchased by Certain Class Members:

Class Members who purchased GMPPs for Class Vehicles will be eligible for reimbursement subject to the provisions of paragraphs (a) or (b) below, if they timely return a signed and completed Claim Form and required documentation, if any, as further described below

[continued on next page]

Please do not contact the Court regarding this Notice.

(a) Class Members Who Purchased a GMPP Within 90 Days of Retail Delivery GM will reimburse each Class Member in this group for the full purchase price of the GMPP paid by the Class Member if the Class Member supplies appropriate documentation showing that his or her Silverado has or had Start Noise

(b) Class Members Who Purchased a GMPP After 90 Days of Retail Delivery GM will reimburse each Class Member in this group for the purchase price of the GMPP paid for by the Class Member if the Class Member states under penalty of perjury that his or her Silverado has or had Start Noise

2. Customer-Paid Start Noise Repair Expense Reimbursement

For each Class Member who during the Applicable Warranty Period (defined below) paid for a repair to address concerns about Start Noise for which the Class Member was not fully reimbursed, GM upon receipt of (i) a signed and completed Claim Form stating under penalty of perjury that he or she sought the repair to address a concern about Start Noise and (ii) appropriate documentation of the repair and repair expense (such as a dealer or third-party repair order) will reimburse the Class Member for the repair expense

Only for purposes of eligibility for this settlement benefit, "Applicable Warranty Period" shall mean the GM Limited New Vehicle Warranty (3 years or 36,000 miles, whichever comes first) except that for those Class Members who purchased a GMPP, the time and mileage limitations for reimbursement of repair expenses under this paragraph shall be those set forth in the Class Member's GMPP (for example, 4 years or 50,000 miles, whichever comes first)

3. Constant Noise Evaluation

For each Class Member who completes and returns a Claim Form which includes the Class Member's sworn statement that prior to the expiration of his or her GM New Vehicle Limited Warranty he or she made inquiry of or expressed concerns to an authorized GM dealer or GM about Constant Noise (*i.e.*, piston or piston pin noise that is *not* Start Noise), GM

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will, upon presentation of the Class Vehicle to an authorized Chevrolet dealer, provide a current noise evaluation of the Class Vehicle. If the current noise evaluation confirms that the Class Vehicle has Constant Noise, GM will offer at the Class Member's option repairs to address, remedy or eliminate Constant Noise ("Constant Noise Repairs"), including where appropriate replacement of piston assemblies or other appropriate components. Any Constant Noise Repair offer that is accepted by the Class Member pursuant to this paragraph will be performed at no cost to the Class Member

4. Partial Reimbursement for Certain Other Repairs

For each Class Member who completes and returns a Claim Form which includes the Class Member's statement under penalty of perjury that he or she made inquiry of or expressed concerns to an authorized GM dealer or GM about Start Noise prior to expiration of the GM Limited New Vehicle Warranty (3 years or 36,000 miles after retail sale or lease, whichever came first) and that he or she incurred expenses for any of the engine repairs described below within 6 years or 100,000 miles of retail delivery, whichever came first, GM will reimburse the Class Member for 75 percent (75%) of the repair expense shown on appropriate written documentation such as a repair order

The engine repairs eligible for this reimbursement are limited to repairs of the following engine components: Cylinder block, heads, crankshaft and bearings, crankshaft seals – front and rear, camshaft and bearings, connecting rods and pistons, valve train (including valve seals, valve covers and internal parts), timing gears, timing chain/belt and cover, oil pump, oil pump housing, oil pan, all engine seals and gaskets, lubricated internal engine parts, water pump, intake and exhaust manifolds, flywheel, harmonic balancer, and engine mounts

[continued on next page]

Please do not contact the Court regarding this Notice

CLAIMS PROCEDURES UPON SETTLEMENT APPROVAL

If the Court Approves the Settlement, you will be mailed a Claim Form and instructions that explain (1) how to make a claim for settlement benefits, and (2) the deadline for submitting a timely claim

Additional details about the claims resolution process appear in the Stipulation for Settlement filed in this action

To review an electronic copy of the Stipulation for Settlement, go to www.girardgibbs.com/silverado

ATTORNEYS' FEES AND EXPENSES AND INCENTIVE AWARD TO PLAINTIFF

In November 2006, the Los Angeles Superior Court appointed the following lawyers as Class Counsel to represent the Class in this litigation

GIRARD GIBBS LLP
601 California Street, Suite 1400
San Francisco, CA 94108
www.girardgibbs.com

As part of the Settlement, and subject to Court approval, GM will pay up to \$7,500 in an incentive award to Plaintiff Jason Anderson in recognition of his initiative and effort pursuing the matter on behalf of other California owners and lessees of Class Vehicles. In addition, subject to Court approval, GM will pay a separate sum not to exceed \$1,950,000 in attorneys' fees of Class Counsel. GM will also reimburse Class Counsel for documented case costs and litigation expenses not to exceed \$215,000. These amounts do not reduce the relief available to Class Members and are in addition to and separate from the other benefits available to Class Members under the Settlement.

COSTS OF SETTLEMENT ADMINISTRATION

GM will pay the cost of notice and of the claims administration associated with the Settlement.

DISMISSAL AND RELEASE OF CLAIMS

If the proposed Settlement is approved by the Court, then all legal claims that were asserted on behalf of Class Members in this Action will be dismissed with prejudice as to all Class Members, and all legal claims that may have been asserted in the litigation will be released. This means that Class Members will be forever barred from bringing, continuing, or being part of any other lawsuit against GM for these claims.

If the Court does not approve the proposed Settlement, the Settlement Agreement between GM and Plaintiff Jason Anderson on behalf of the certified class in the *Anderson v. General Motors Corp.* litigation will terminate and shall be null and void, and this lawsuit will remain before the Court for trial or ultimate disposition.

FAIRNESS HEARING, DATE AND LOCATION:

The Court will hold a Fairness Hearing to consider and then decide whether to approve the proposed Settlement, and determine whether to approve the proposed award of Attorneys' Fees and Expenses to Class Counsel and the proposed Incentive Award to Plaintiff. The hearing is scheduled for **March 5, 2009, at 1:45 p.m.**, in Dept. 322 of the Los Angeles County Superior Court, Central Civil West Courthouse, 600 S. Commonwealth Avenue, Los Angeles, California, before the Hon. Peter D. Lichtman.

PRELIMINARY INJUNCTION PENDING FAIRNESS HEARING

Pending the Fairness Hearing, all Class Members are preliminarily enjoined and barred (i) from filing or commencing any lawsuit based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, alleged in this Action and/or the Released Claims, and (ii) from filing or commencing any other lawsuit as a class action on behalf of Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, alleged in this Action and/or the Released Claims.

[continued on next page]

YOUR RIGHTS AND OPTIONS:

If you fall within the Class definition, you have the following options

- 1 **PARTICIPATE IN THE SETTLEMENT.** If you agree with the proposed Settlement, you need not do anything until after the Court decides whether to approve the Settlement. Thereafter, you will receive a Claim Form and instructions for submitting a claim for settlement benefits.
- 2 **COMMENT ON THE SETTLEMENT.** You may write to the Court or Class Counsel to express your support for or opposition to the Settlement. In order to object to the Settlement, however, you must follow the procedures in paragraph 3 immediately below.
- 3 **OBJECT TO THE SETTLEMENT.** If you wish to object to the Settlement or Class Counsel's request for attorneys' fees, expenses and an incentive award for Plaintiff Jason Anderson, you must submit your objection in writing. On the first page of your written objection, you must include a prominent reference to *In Re GM Cases (Anderson v General Motors Corp)*, JCCP No 4396. Your objections must include (a) your full name, address and telephone number, (b) the year, model and vehicle identification number of your 1999-2003 Chevrolet Silverado, (c) a statement of each objection, if any, (d) a written brief detailing the specific reasons for each objection including the legal or factual support you wish to bring to the Court's attention and any evidence you wish to submit to the Court in support of your objection(s), and (e) your signature. If you wish to speak at the Fairness Hearing (described above), you also must state in your objections or comments that you intend to appear and speak at the hearing. If you do not include this statement, you will not be entitled to speak at the hearing.

Objecting Class Members who intend to testify in support of the objection either in person or by affidavit or declaration must also make themselves available for deposition by Class Counsel or by GM's counsel in their county of residence, between the time the objection is filed and at least seven (7) days before the date of the Fairness Hearing.

If you intend to appear at the Fairness Hearing through counsel, your written objection(s) must also state the following: (i) the identity of all attorneys representing the objector who will appear

This is not a solicitation from a lawyer

at the Fairness Hearing, (ii) the identity and number of Class Members represented by the objector's counsel, (iii) the number of such represented Class Members who have opted out of the Class and the Settlement, (iv) the number of such represented Class Members who have remained in the Settlement and have not objected, (v) the date the objector's counsel assumed representation for the objector, and (vi) a list of the names of all cases where the objector's counsel has objected to a class action settlement in the last three years. To appeal from any provision of the Court's order approving the Settlement as fair, reasonable and adequate, the award of an incentive payment to Jason Anderson, or the attorneys' fees or documented expenses awarded to Class Counsel, the objector must appear at the Fairness Hearing in person, or through counsel, or seek leave of Court excusing such appearance prior to the Fairness Hearing, or as otherwise may be permitted by the Court at the Fairness Hearing. In addition, the objector must demonstrate compliance with this paragraph to show that he or she is a member of the Class.

Class Members, or their attorneys, intending to make an appearance at the Fairness Hearing must deliver to Class Counsel and GM's counsel, and have file-stamped by the Court, no later than **February 2, 2009**, a Notice of Intent to Appear. The Notice of Intent to Appear must (i) state how much time the Class Member and/or their attorney anticipates needing to present the objection, (ii) identify, by name, address and telephone number and detailed summary of testimony, any witnesses the Class Member intends to present any testimony from, and (iii) identify all exhibits the Class Member and/or their attorney intends to offer in support of the objection and attach complete copies of all such exhibits.

If you do not raise your objections according to this procedure, you will waive all objections and have no right to appeal if the Settlement is approved. You may, but need not, enter an appearance in the lawsuit and object through your own legal counsel. If you do, you will be responsible for your own attorneys' fees and costs.

[continued on next page]

Please do not contact the Court regarding this Notice

OBJECTION/COMMENT DEADLINE:

You must mail or deliver your comments or objections, and your Notice of Intent to Appear if you wish to attend the Fairness Hearing, to the Clerk of the Court, with copies to Plaintiffs' Class Counsel and GM's counsel, for receipt no later than **February 2, 2009**, at the following addresses

Clerk of the Court

Superior Court, County of Los Angeles
Central Civil West Courthouse
Department 322
600 S Commonwealth Avenue
Los Angeles, California 90005

Class Counsel

Elizabeth C Pritzker
Girard Gibbs LLP
601 California Street, 4th Floor
San Francisco, California 94108

Counsel for General Motors Corporation

Gregory R Oxford
Isaacs Clouse Crose & Oxford LLP
21515 Hawthorne Boulevard, Suite 950
Torrance, California 90503

ADDITIONAL INFORMATION

You may wish to keep this Notice for future reference if the Settlement is approved, this Notice may be helpful in filling out your Claim Form for settlement payments or other benefits

For more information about the Settlement, or a copy of this Notice in Spanish, call 1-866-981-4800, or visit www.girardgibbs.com/silverado You also can direct any inquires to Class Counsel at the address listed above or by sending an email to silveradosettlement@girardgibbs.com

INFORMACIÓN ADICIONAL.

Usted puede desear guardar este aviso para la referencia futura Si el establecimiento es aprobado, este aviso puede ser provechoso en rellenar su impreso de demanda para los pagos del establecimiento u otras ventajas

Para mas informacion o una copia de este aviso en español, llama 1-866-981-4800 o lo visita www.girardgibbs.com/silverado Usted puede tambien dirigir cualesquiera investiga para clasificar consejo en la dirección enumerada sobre o enviando un email a silveradosettlement@girardgibbs.com

DATED. DECEMBER 18, 2008

BY ORDER OF THE SUPERIOR COURT OF THE
STATE OF CALIFORNIA FOR THE COUNTY OF
LOS ANGELES

EXHIBIT F

1 ERIC H. GIBBS (S.B. #178658)
2 ELIZABETH C. PRITZKER (S.B. #146267)
3 GIRARD GIBBS LLP
4 601 California St., 14th Floor
5 San Francisco, California 94108
6 Tel; (415) 981-4800; Fax: (415) 981-4846

7 Attorneys for Plaintiff Jason Anderson and the Class

8 GREGORY R. OXFORD (S.B. #62333)
9 ISAACS CLOUSE CROSE & OXFORD LLP
10 21515 Hawthorne Boulevard, Suite 950
11 Torrance, California 90503
12 Tel: (310) 316-1990; Fax: (310) 316-1330

13 Attorneys for Defendant General Motors Corporation

14 Of Counsel

15 L. JOSEPH LINES, III
16 GENERAL MOTORS CORPORATION
17 Mail Code 482-026-601
18 400 Renaissance Center
19 P.O. Box 400
20 Detroit, Michigan 48265-4000
21 Tel: (313) 665-7386; Fax: (313) 665-7376

22 SUPERIOR COURT OF THE STATE OF CALIFORNIA
23 COUNTY OF LOS ANGELES
24 CENTRAL CIVIL WEST COURTHOUSE

25 Coordination Proceeding Special Title
26 (Rule 1550(c))

27 GENERAL MOTORS CASES

28 This Document Relates to:

JASON ANDERSON, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

GENERAL MOTORS CORPORATION,

Defendant.

~~ORIGINAL FILED~~

~~FEB 27 2009~~

~~LOS ANGELES
SUPERIOR COURT~~

RECEIVED

FEB 27 2009

Dept. 322

ORIGINAL FILED

MAR 05 2009

LOS ANGELES
SUPERIOR COURT

Judicial Council Proceeding No. 4396

Orange County Superior Court No.
04CC00554.

CERTIFIED CLASS ACTION

The Honorable Peter D. Lichtman

FINAL JUDGMENT

1 This matter having come before the Court on the application of Representative Plaintiff Jason
2 Anderson, individually and as a representative of a class of similarly situated persons (collectively,
3 "Plaintiffs"), and General Motors Corporation ("GM") for approval of the Settlement set forth in the
4 Stipulation of Settlement and the exhibits thereto (collectively the "Agreement"), and the Court having
5 considered all papers filed, all evidence submitted and proceedings had herein and otherwise being
6 fully informed;

7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

8 1. The Court has jurisdiction over the subject matter of this litigation, and over all parties
9 to the litigation, including all members of the following Class defined in the Court's previous order
10 granting class certification: "All California owners and lessees of 1999-2003 model year Chevrolet
11 Silverados equipped with a 4.8 liter (LR4, 5.3 liter (LM7), 6.0 liter (LQ4, L59) or 8.1 liter (L18)
12 engines who (1) Have an engine "knock, ping or slap" noise in their vehicles; and (2) Were not given
13 notice of the condition giving rise to or the terms and conditions of GM's Engine Knock Noise
14 Adjustment Program." For purposes of this Settlement and the Final Judgment, "engine knock, ping or
15 slap noise" has the same meaning as "Start Noise" (i.e., piston or piston pin noise that occurs at initial
16 start up and disappears shortly after the engine warms up) or "Constant Noise" (i.e., piston or piston
17 pin noise that is not Start Noise), as those terms are defined in the Agreement. Excluded from the
18 Class are those California owners and lessees of 1999-2003 model year Chevrolet Silverados who
19 timely requested to be excluded from the Class on or prior to August 15, 2007. Subrogees, assignees
20 and other third parties are not Class Members, are not eligible to receive any benefits under this
21 Settlement and are not subject to any releases executed by or on behalf of the Representative Plaintiff
22 or Class Members.

23 2. Pursuant to Section 382 of the Code of Civil Procedure, the Court hereby finds that the
24 members of the proposed Class are so numerous that joinder of all members is impracticable, that there
25 are questions of law and fact common to the Class, that the claims of the named plaintiff are typical of
26 the claims of Class and that Representative Plaintiff, Jason Anderson, and the law firm of Girard Gibbs
27 LLP, as Class Counsel, have fairly and adequately represented the Class and will continue to do so.
28 The Court further finds that questions of fact common to the Class predominate over factual questions

1 affecting only individual members and that a class action is superior to other available methods for the
2 fair and efficient adjudication of the controversy. Accordingly, the Court reaffirms its prior
3 certification of the Class as defined in paragraph 1 above and hereby finds that, for settlement
4 purposes, and for purposes of the Agreement and the Settlement, the Action and the above-defined
5 Class meet the requirements for the bringing and maintenance of a class action set forth in section 382
6 of the Code of Civil Procedure.

7 3. The Court hereby finds that: (a) the Settlement memorialized in the Agreement has been
8 entered into in good faith and was concluded shortly before trial after Class Counsel and GM had
9 conducted extensive discovery, investigation and legal research concerning the issues raised by
10 Plaintiff's claims; (b) the Settlement evidenced by the Agreement is fair, reasonable and adequate as to,
11 and in the best interests of, the Class Members; (c) the Settlement delivers benefits to the Class in a
12 reasonably timely manner while resolving complex issues that would require expensive and long-
13 lasting litigation; (d) the Agreement was the result of extensive arms' length negotiations among highly
14 experienced counsel, with full knowledge of the risks inherent in this litigation and under the
15 supervision of Los Angeles Superior Court Judge Carl J. West, an experienced settlement judge; (e)
16 there is no evidence of collusion or fraud in connection with the Settlement; (f) the investigation and
17 discovery conducted to date suffices to enable the parties and the Court to make an informed decision
18 as to the fairness and adequacy of the Settlement; (g) the case raised complex and vigorously contested
19 issues of law and fact that would result in complex, expensive, and lengthy litigation; (h) Plaintiff faced
20 significant risks in establishing liability and damages; and (i) the release is tailored to address the
21 allegations in the case.

22 4. The Court hereby finds that the Agreement and Settlement are, in all respects, fair,
23 reasonable, and adequate, and in the best interests of the Class. The Court grants final approval of the
24 Agreement and Settlement, and directs the Parties to perform the terms of the Agreement.

25 5. Upon the Effective Date set forth in the Agreement, the Representative Plaintiff and the
26 Class Members, by operation of this Judgment, shall have hereby released, waived and discharged any
27 and all claims, demands, causes of action or liabilities, including but not limited to those for alleged
28 violations of any state or federal statutes, rules or regulations, and all common law claims, including

1 Unknown Claims as defined in the Agreement, based on or in any way related to the factual allegations
2 and legal claims that were made in the Action, including any claim that any repair should have been
3 paid for, reimbursed or provided to Class Members pursuant to the Motor Vehicle Warranty
4 Adjustment Programs law, Civ. Code § 1795.90 *et seq.* Upon the Effective Date set forth in the
5 Agreement, the Representative Plaintiff and Class Members, by operation of this Judgment, also shall
6 have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights
7 and benefits of Section 1542 of the California Civil Code, and of any similar law of any other state,
8 which provides: "a general release does not extend to claims which the creditor does not know or
9 suspect to exist in his or her favor at the time of executing the release, which if known by him or her
10 must have materially affected his or her settlement with the debtor." Claims for personal injury or
11 claims based on or related to engine noise conditions in Class Vehicles other than Start Noise or
12 Constant Noise are not released, waived or discharged by this Judgment. Consistent with the express
13 terms of the Agreement, subrogation claims are not being released as part of this Judgment.

14 6. Upon the Effective Date, GM shall be deemed to have released, waived and discharged
15 any and all claims or causes of action, known or unknown, against the Representative Plaintiff or Class
16 Counsel based on or in any way related to any of the allegations, acts, omissions, transactions, events
17 or other matters alleged, claimed or at issue in the Action, provided that this release shall not extend to
18 any claim for breach of the Agreement or violation of this Final Judgment.

19 7. The Court hereby orders and declares (a) the Agreement is approved by the Court and
20 shall be binding on all Class Members; and (b) the Agreement as approved by this final judgment is
21 and shall be binding and preclusive in all pending and future lawsuits or other proceedings whether in
22 state or federal court. Each and every term and condition of the Agreement as a whole (including its
23 attached exhibits) is approved as proposed and is to be effective, implemented, and enforced as
24 provided in the Agreement.

25 8. The Court finds that the Class Action Settlement Notice and methodology implemented
26 pursuant to this Court's Preliminary Approval Order provided the best notice practicable under the
27 circumstances. The Court further finds that the Class Action Settlement Notice advised each member
28 of the Class, in plain easily understood language: (a) the nature of the suit; (b) the definition of the

1 Class certified; (c) the class claims, issues, and defenses; (d) the nature of the settlement benefits
2 available to Class Members under the Settlement; (e) the procedures available to Class Members to
3 claim settlement benefits and for adjudicating disputes relating to eligibility or disbursement of
4 settlement benefits; (f) that a Class Member could enter an appearance through counsel if desired; and
5 (g) that the judgment incorporating the Settlement will fully release GM, dismiss this lawsuit with
6 prejudice, and include and bind all members of the Class who did not timely request exclusion. The
7 Court finds that the Class Action Settlement Notice and methodology fully complied with all
8 applicable legal requirements, including the Due Process Clauses of the Constitutions of the United
9 States and the State of California and the California Code of Civil Procedure and Rules of Court.

10 9. The Court finds that Class Counsel and the Representative Plaintiff adequately
11 represented the Class for purposes of entering into and implementing the Agreement.

12 10. All Class Members are, from this day forward, hereby permanently barred and enjoined
13 from:

14 (a) filing or commencing any lawsuit in any jurisdiction based on or relating to: (i) the
15 claims and causes of action asserted in this Action; (ii) the facts and circumstances relating to this
16 Action; or (iii) the Released Claims, or

17 (b) organizing Class Members, or soliciting the participation of Class Members, in a
18 separate class for purposes of pursuing as a purported class action any other lawsuit (including by
19 seeking to amend a pending complaint to include class allegations, or seeking class certification in a
20 pending action in any jurisdiction) based on or relating to: (i) the claims and causes of action asserted
21 in this Action; (ii) the facts and circumstances relating to this Action; or (iii) the Released Claims.

22 11. Representative Plaintiff is awarded an Incentive Award in the total sum of \$ 7,500.
23 Class Counsel are hereby awarded the total sum of \$ 1,950,000 in Attorneys' Fees, and the total sum of
24 \$ 212,500 in Documented Costs and Expenses. Defendant shall pay the Incentive Award, Attorneys'
25 Fees and Documented Costs and Expenses in accordance with the Agreement. GM shall have no
26 responsibility for and no liability with respect to the allocation of Attorneys' Fees to Class Counsel or
27 any other person who may assert some claim thereto.

28 12. The terms of the Agreement as approved by this final judgment shall be forever binding

1 on, and shall have *res judicata* effect and preclusive effect in, all pending and future lawsuits or other
2 proceedings that may be maintained by or on behalf of the Representative Plaintiff or any Class
3 Members, as well as their collective heirs, executors, administrators, successors and assigns, relating to
4 the Action and/or the Released Claims (as defined in the Agreement).

5 13. Neither this Final Judgment nor the Agreement (nor any document referred to herein or
6 any action taken to carry out this Final Judgment) is, may be construed as, or may be used as an
7 admission by GM of the validity of any claim, of actual or potential fault, wrongdoing or liability
8 whatsoever. Entering into or carrying out the Agreement and any negotiations or proceedings relating
9 to the Settlement shall not in any event be construed as, or deemed to be evidence of, an admission or
10 concession of GM and shall not be offered or received into evidence in any action or proceeding
11 against any party hereto in any court, judicial, administrative, regulatory hearing, arbitration, or other
12 tribunal or proceeding for any purpose whatsoever, except in a proceeding to enforce the Agreement.
13 This Final Judgment and the Agreement it approves (including exhibits thereto) may, however, be filed
14 in any action against or by GM to support its defense of *res judicata*, collateral estoppel, release, good
15 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
16 similar defense or counterclaim, as set forth in paragraph 12 of this Final Judgment.

17 14. Representative Plaintiff's First Amended Complaint and this entire Action, including all
18 individual claims and Class claims asserted or that could have been asserted herein, is hereby
19 DISMISSED WITH PREJUDICE, without fees, costs, or expenses to any party except as otherwise
20 provided herein.

21 15. Without affecting the finality of this Final Judgment in any way, this Court hereby
22 retains continuing jurisdiction over (a) implementation of the Settlement; (b) payment of Class
23 Members' claims under the Settlement; (c) further proceedings, if necessary, on Plaintiff's and Class
24 Counsel's applications for Attorneys' Fees, Documented Costs and Expenses, or Incentive Awards
25 previously filed herein; and (d) the Parties for purposes of construing, enforcing, or administering the
26 Agreement. If any Party fails to fulfill its obligations completely, the Court retains the power to issue
27 such orders to enforce this Judgment and the Settlement as it deems appropriate after noticed hearing.

28 16. If the Settlement does not become effective in accordance with the terms of the

1 Agreement, then this Final Judgment shall be rendered null and void to the extent provided by and in
2 accordance with the Agreement and shall be vacated and, in such event, all orders entered and releases
3 delivered in connection herewith shall be null and void to the extent provided by and in accordance
4 with the Agreement.

5
6 **IT IS SO ORDERED.**

7
8 Dated: _____

3/5/09

PETER D. LICHTMAN

THE HONORABLE PETER D. LICHTMAN

EXHIBIT G

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

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

**STIPULATION AND ORDER BETWEEN THE DEBTORS AND THE HOLDERS
OF UNLIQUIDATED DEX-COOL AND ANDERSON CLAIMS TO ALLOW CLASS
PROOFS OF CLAIM FOR DEX-COOL AND ANDERSON CLASS CLAIMANTS**

Motors Liquidation Company (f/k/a General Motors Corporation) (“MLC”) and certain of its subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors” or “MLC”), and the holders of Unliquidated Dex-Cool Claims (as defined below), and the holders of Unliquidated Anderson Claims (as defined below), by and through their respective undersigned counsel, hereby enter into this Stipulation and Agreed Order (this “**Stipulation**”) and stipulate as follows:

RECITALS

A. On June 1, 2009 (the “**Commencement Date**”), the Debtors commenced with this Court voluntary cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed. On or about June 3, 2009, an Official Committee of Unsecured Creditors (the “**Committee**”) was appointed in the Chapter 11 Cases. The Chapter 11 Cases are being jointly administered pursuant to Rule

1015(b) of the Bankruptcy Rules.

B. On September 16, 2009, the Court entered an order (the “**Bar Date Order**”) establishing November 30, 2009 at 5:00 p.m. (Eastern Time) (the “**General Bar Date**”) as the deadline for each person or entity (including without limitation, each individual, partnership, joint venture, corporation, estate, or trust) to file a proof of claim (a “**Proof of Claim**”) against any Debtor to assert any claim (as defined in section 101(5) of the Bankruptcy Code) (a “**Claim**”) that arose prior to the Commencement Date.

C. On April 29, 2003 certain consumers filed class actions against MLC in the 16th Judicial Circuit Court (Jackson County) of the State of Missouri (the “**Gutzler Class Action**”) and in the Superior Court of the State of California for the County of Alameda (the “**Sadowski Class Action**”) and together with the Gutzler Class Action, the “**Dex-Cool Class Actions**”). In both the Gutzler Class Action and the Sadowski Class Action, the parties entered into a settlement agreement approved by each court (collectively, the “**Dex-Cool Settlement Agreement**”). Prior to the Commencement Date, the administration of the Dex-Cool Settlement Agreement had been substantially completed. However, certain claims in connection with the Dex-Cool Class Actions had not yet been liquidated pursuant to the terms of the Dex-Cool Settlement Agreement (the “**Unliquidated Dex-Cool Claims**”).

D. On May 18, 2004 certain consumers filed a class action against MLC in the Superior Court of the State of California for the County of Los Angeles, Central Civil West Courthouse (the “**Anderson Class Action**”). In the Anderson Class Action, the parties entered into a settlement agreement approved by the court (the “**Anderson Settlement Agreement**”). Prior to the Commencement Date, the administration of the Anderson Settlement Agreement had been initiated. However, certain claims in connection with the Anderson Class Action had not

yet been liquidated pursuant to the terms of the Anderson Settlement Agreement (the “Unliquidated Anderson Claims”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Stipulation, it is agreed as follows:

AGREEMENT

1. On behalf of the holders of Unliquidated Dex-Cool Claims, undersigned class counsel may file a Class Proof of Claim aggregating the holders’ respective claims against Debtors, and the Debtors agree that the undersigned class counsel has authority under Fed. R. Bankr. P. 3001 and the Bankruptcy Code to execute and file such claim on behalf of the holders of the Unliquidated Dex-Cool Claims.

2. On behalf of the holders of Unliquidated Anderson Claims, undersigned class counsel may file a Class Proof of Claim aggregating the holders’ respective claims against Debtors and the Debtors agrees that undersigned class counsel has authority under Fed. R. Bankr. P. 3001 and the Bankruptcy Code to execute and file such claim on behalf of the holders of the Unliquidated Anderson Claims.

3. The undersigned class counsel, by filing the Class Proofs of Claim in respect of the Unliquidated Dex-Cool Claims and the Unliquidated Anderson Claims, consents to and hereby is deemed to be the claimant for the purpose of receiving notices and distributions, if any, except as otherwise provided in a confirmation order related to a chapter 11 plan filed in the Chapter 11 Cases, and may (but shall not be required to) respond to any objections interposed as to any claims asserted in each applicable Class Proof of Claim. Notice to the undersigned class counsel shall be, and shall be deemed to be, sufficient notice to all class members in the Dex-Cool Class Action and the Anderson Class Action.

4. The Debtors' agreement herein to permit the filing by the undersigned class counsel of each Class Proof of Claim is intended solely for the purpose of administrative convenience and neither this Stipulation and Order nor the filing of any Class Proof of Claim shall in any way prejudice the right of any Debtor or any other party in interest to object to the allowance of any Class Proof of Claim.

5. This Court shall retain jurisdiction to resolve any disputes or controversies arising from or relating to this Stipulation and Order and to the filing of the Class Proofs of Claim pursuant to this Stipulation.

6. This Stipulation is subject to the approval of this Court and shall become effective upon the entry of an order by the Court approving this Stipulation. If this Stipulation is not approved by the Court, then this Stipulation shall be deemed null and void, and shall not be referred to or used for any purpose by any of the parties hereto (the "**Parties**") in either the Chapter 11 Cases or in any other forum.

7. This Stipulation sets forth the entire understanding of the Parties with respect to the matters addressed herein and is intended to be the complete and exclusive statement of the terms thereof and may not be modified or amended except by a writing signed by the Parties and/or their counsel, which shall be so-ordered by the Court. Accordingly, the Parties have independently verified all facts and/or conditions of facts that they have determined are necessary to their decision to enter into this Stipulation, and they have not relied upon any representations, written or oral, express or implied, of any other person in verifying and satisfying themselves as to such facts and/or condition of facts.

8. The Parties represent and warrant to each other that the signatories to this Stipulation have full power and authority to enter into this Stipulation.

9. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of signed counterparts of this Stipulation by facsimile transmission or as PDF attachment to an email message shall have the same effect as the manual delivery of an original signed counterpart of this Stipulation, and all signatures on such counterpart will be deemed to be as valid as an original signature whether or not a Party delivers manually an original signed counterpart of this Stipulation, although it is the Parties' intention to deliver an original signed counterpart after any facsimile or email delivery.

DATED: November __, 2009

Respectfully submitted,

GIRARD GIBBS LLP

POLSINELLI SHUGHART P.C.

By: /s/ A. J. de Bartolomeo
A. J. De Bartolomeo

By: P. John Brady
P. John Brady

Eric H. Gibbs
Dylan Hughes
Geoffrey A. Munroe
601 California Street, 14th Floor
San Francisco, California 94108
Telephone: (415) 981-4800
Facsimile: (415) 981-4846

Twelve Wyandotte Plaza
120 West 12th Street
Kansas City, Missouri 64105
Telephone: (816) 421-3355
Facsimile: (816) 374-0509

Court-Appointed Class Counsel in Dex-Cool

*Court-Appointed Class Counsel in Dex-Cool
Class Action and Anderson*

WEIL, GOTSHAL & MANGES LLP

By: Joseph H. Smolinsky
Joseph H. Smolinsky

767 Fifth Avenue
New York, New York 10153
Attention: Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
Phone: (212) 310-8000
Facsimile: (212) 310-8007

*Attorneys for the Debtors and Debtors in
Possession*

ORDER APPROVING STIPULATION

Based on the foregoing stipulation of the parties, the Court finding that good cause exists to approve the Stipulation as an order of the Court, that adequate notice of the Stipulation has been provided, and that no further notice is required,

IT IS HEREBY ORDERED that the foregoing stipulation is approved and incorporated by reference and made a part of this Order.

IT IS FURTHER ORDERED that this Court will retain jurisdiction to adjudicate any disputes arising in connection with this Order.

Date: December 1, 2009
New York, New York

s/ Robert E. Gerber
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT H

EXHIBIT “H”

PLAN OF ALLOCATION

RELIEF AVAILABLE TO PARTICIPATING ANDERSON CLASS MEMBERS:¹ Under the Agreement, Participating Anderson Class Members may obtain the following relief, distributed by Class Counsel on a *pro rata* basis from cash proceeds resulting from the sale or assignment of the Total Allowed Unsecured Claim to any third party or from the sale of any stock or shares, in the open market or otherwise, distributed in accordance with the Plan (collectively, the “Cash Proceeds”):

1) **Reimbursement of Purchase Price of GMPP Purchased.**

- a) Participating Anderson Class Members Who Purchased a GMPP Within 90 Days of Retail Delivery. Each Participating Anderson Class Member in this group may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, up to the full purchase price of the GMPP paid by such member if the Participating Anderson Class Member has supplied documentation of the GMPP value and has submitted appropriate documentation showing that his or her Silverado has or had Start Noise. If the Participating Anderson Class Member has not submitted documentation of the GMPP value but has supplied appropriate documentation showing that his or her Silverado has or had Start Noise, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, in the amount of \$1,800.00. If the Participating Anderson Class Member has not submitted documentation of the GMPP value and has not supplied complete documentation showing that his or her Silverado has or had Start Noise but otherwise has a valid claim, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, in the amount of \$900.00.

- b) Participating Anderson Class Members Who Purchased a GMPP After 90 Days of Retail Delivery. Each Participating Anderson Class Member in this group may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, up to the purchase price of the GMPP paid for by such member if the Participating Anderson Class Member has supplied documentation of the GMPP value and has stated under penalty of perjury that his or her Silverado has or had Start Noise. If the Participating Anderson Class Member has not submitted documentation of the GMPP value but has stated under penalty of perjury that his or her Silverado has or had Start Noise, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, in the amount of \$1,800.00. If the Participating Anderson Class Member has not submitted documentation of the GMPP value and has not stated under penalty of perjury that his or her Silverado has or had Start Noise, but otherwise has a valid claim, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, in the amount of \$900.00.

¹ Defined terms shall be given the meaning ascribed to them in the Agreement.

2) Customer-Paid Repair Expense Reimbursement.

- a) Customer-Paid Start Noise Repair Expenses. Each Participating Anderson Class Member who, during the Applicable Warranty Period (defined below), paid for a repair to address concerns about Start Noise for which the Participating Anderson Class Member was not fully reimbursed may be reimbursed, on a *pro rata* basis of the Cash Proceeds, for the out-of-pocket repair expense incurred by such member if the Participating Anderson Class Member (i) signed, completed and submitted a Claim Form stating under penalty of perjury that he or she sought the repair to address a concern about Start Noise, and (ii) submitted appropriate documentation of the repair and repair expense (such as a dealer or third-party repair order). If the Participating Anderson Class Member has not submitted complete or appropriate documentation of the repair and repair expense, but the claim is otherwise valid, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, in the amount of one-half (50%) of the average repair expense for this category.

Only for purposes of eligibility for this settlement benefit, “Applicable Warranty Period” shall mean the GM Limited New Vehicle Warranty period (3 years or 36,000 miles, whichever comes first) except that for those Class Members who purchased a GMPP, the time and mileage limitations for reimbursement of repair expenses under this paragraph shall be those set forth in the Participating Anderson Class Member’s GMPP (for example, 4 years or 50,000 miles, whichever comes first).

- b) Other Customer-Paid Covered Engine Repairs. Each Participating Anderson Class Member who paid for other Covered Engine Repairs for which the Participating Anderson Class Member was not fully reimbursed may be reimbursed, on a *pro rata* basis of the Cash Proceeds, for 75% of the out-of-pocket Covered Engine Repair expense incurred by such member if the Participating Anderson Class Member submitted appropriate documentation of the repair and repair expense (such as a dealer or third-party repair order) and signed, completed and submitted a Claim Form stating under penalty of perjury that (i) he or she made inquiry or expressed concern to an authorized GM dealer or GM about Start Noise prior to expiration of the GM Limited New Vehicle Warranty Period (3 years or 36,000 miles after retail sale or lease, whichever came first), and (ii) an un-reimbursed expense was incurred within the earlier of 6 years or 100,000 miles of retail delivery, whichever came first. If the Participating Anderson Class Member has not submitted complete or appropriate documentation of the repair and repair expense, but the claim is otherwise valid, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, for one-half (50%) of the average amount of the reimbursable Covered Engine Repair expenses for this category.

Only for purposes of eligibility for this settlement benefit, “Covered Engine Repairs” shall include only unreimbursed repair expense for the following engine components:

- cylinder block, heads, crankshaft and bearings;
- crankshaft seals - front and rear;

- camshaft and bearings;
- connecting rods and pistons;
- valve train (including valve seals, valve covers and internal parts);
- timing gears;
- timing chain/belt and cover;
- oil pump, oil pump housing, oil pan;
- engine seals and gaskets;
- lubricated internal engine parts;
- water pump;
- intake and exhaust manifolds;
- flywheel;
- harmonic balancer; and
- engine mounts.

3) **Constant Noise Repair Expense Reimbursement.**

- a) **Constant Noise Expenses.** Each Participating Anderson Class Member who signed, completed and submitted a Claim Form stating under penalty of perjury that, prior to the expiration of the GM Limited New Vehicle Warranty (3 years or 36,000 miles after retail sale or lease, whichever came first), he or she made inquiry or expressed concern to an authorized GM dealer or GM about Constant Noise and did not receive a repair, may be reimbursed, on a *pro rata* basis of the Cash Proceeds, in the amount of \$1,800.00. If the Participating Anderson Class Member has submitted an incomplete Claim Form but the claim is otherwise valid, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis of the Cash Proceeds, in the amount of \$900.00.

The *pro rata* nature of the reimbursement payments under each of the foregoing is based on the amount of the cash proceeds resulting from the disposition, by Class Counsel, of the Total Allowed Unsecured Claim. The resulting cash proceeds likely will be insufficient to pay Participating Anderson Class Members in full.

EXHIBIT B

HEARING DATE AND TIME: April 26, 2011 at 9:45 a.m. (Eastern Time)
OBJECTION DEADLINE: April 19, 2011 at 4:00 pm. (Eastern Time)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**ORDER PURSUANT TO FED. R. BANKR. P. 9019 AND FED. R. CIV. P. RULE 23
APPROVING AGREEMENT RESOLVING PROOF OF CLAIM NO. 51093 AND
IMPLEMENTING MODIFIED CLASS SETTLEMENT**

Upon the Motion, dated March 14, 2011 (the “**Motion**”),¹ of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”), pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure and Federal Rule of Civil Procedure 23, for entry of an order approving the Agreement Resolving Proof of Claim No. 51093 and Implementing Modified Class Settlement (the “**Agreement**”), attached to the Motion as **Exhibit “A,”** implementing a settlement between the Debtors, and plaintiff Jason Anderson (“**Anderson**”), on behalf of himself and all others similarly situated (the “**Anderson Class**”) as more fully set forth in the Motion; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided to any party; and the Court having found and determined that (i) the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; (ii) the Agreement is fair, reasonable, adequate, and in the best interest of the

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

Anderson Class considering the complexity, expense, and likely duration of the Anderson Class Action litigation; the reaction of the Anderson Class to the proposed settlement; the stage of the proceedings and the amount of discovery completed; the risk of establishing liability and damages and maintaining the class through trial; the ability of the Debtors to withstand a greater judgment; and the range of reasonableness of the settlement in light of the best possible recovery and all the attendant risks of litigation; (iii) the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; (iv) the settlements and compromise embodied in the Agreement are within the range of reasonableness; (v) the Agreement was not the product of collusion between the parties and their respective counsel, but was the result of bona fide, good faith, arms-length negotiations between experienced counsel after sufficient discovery was obtained; (vi) and the Notice of Settlement provided to the Anderson Class was adequate and satisfied the Federal Rules of Civil Procedure and no additional notice of the Agreement is required; and after due deliberation and sufficient cause appearing therefore, it is

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

ORDERED that the Debtors' entry into the Agreement is in the best interests of the Debtors and their estates; and it is further

ORDERED that the Debtors' entry into the Agreement is authorized, ratified, and directed; and it is further

ORDERED that the Court will apply Rule 7023 of the Federal Rules of Bankruptcy Procedure solely for the purposes of settlement in granting the Motion; and it is further

ORDERED that the Court adopts the California Court's certification of the Anderson Class solely for the purposes of settlement; and it is further

ORDERED that the Participating Anderson Class Members shall be awarded an allowed general unsecured claim in the amount of \$8,853.300.000 and it is hereby determined that such amount is fair and reasonable; and it is further

ORDERED that Class Counsel is specifically authorized and directed to administer proceeds resulting from the Total Allowed Unsecured Claim and otherwise make *pro rata* distributions of the cash proceeds to the Participating Anderson Class Members in accordance with the Agreement and as follows:

(i) Class Counsel is authorized to (i) sell, transfer, assign, and/or otherwise monetize the Total Allowed Unsecured Claim, either individually or through a broker, and/or (ii) monetize any shares, warrants, options, or other property received from Debtors as part of any chapter 11 plan in any commercially reasonable manner;

(ii) Cash distributions to Participating Anderson Class Members will be made on a *pro rata* basis from cash proceeds resulting from the Total Allowed Unsecured Claim and will be allocated in accordance with the Plan of Allocation, attached as **Exhibit “H”** to the Agreement; and it is further

ORDERED that no further notice of (i) the Agreement, (ii) the Debtors’ entry into the Agreement, or (iii) Class Counsel’s and Anderson’s entry into the Agreement on behalf of the Anderson Class is required; and it is further

ORDERED that upon entry of this Order, all terms and conditions of the Agreement shall become effective; and it is further

ORDERED that to the extent any conflict exists between the terms and conditions of the Agreement and this Order, this Order shall control; and it is further

ORDERED that no member of the Anderson Class shall have any claim against the Debtors or Debtors' Counsel based on implementation of the Agreement or distributions made from cash proceeds resulting from the Total Allowed Unsecured Claim; and it is further

ORDERED that Class Counsel shall be solely responsible for costs associated with administration and implementation of the Agreement and distribution of the cash proceeds resulting from the Total Allowed Unsecured Claim; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: New York, New York
[_____], 2011

United States Bankruptcy Judge

EXHIBIT C

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Coordination Proceeding Special Title) Case No JCCP4396
(Rule 1550(c)))
GENERAL MOTORS CASES) CERTIFIED CLASS ACTION
_____)
This Document Relates to) STIPULATION OF SETTLEMENT
JASON ANDERSON, on behalf of himself)
and all others similarly situated,)
Plaintiff,)
v.)
GENERAL MOTORS CORPORATION)
Defendant.)

Stipulation of Settlement
1

1 This Stipulation of Settlement (the "Agreement") between Plaintiff Jason
2 Anderson and the Class (as defined below) and defendant General Motors Corporation
3 ("GM") is intended to fully, finally and forever resolve, discharge and settle the lawsuit
4 styled *Jason Anderson v General Motors Corporation*, pending in this Court under
5 JCCP 4396 (the "Action") and all matters raised therein, subject to the terms and
6 conditions hereof and approval by the Court.

7 I. RECITALS.

8 1.1. Plaintiff Anderson filed this Action individually and on behalf of a
9 proposed Class (further defined below) which includes California owners and lessees of
10 Model Year 1999-2003 Chevrolet Silverados equipped with 4.8 liter (LR4), 5.3 liter
11 (LM7), 6.0 liter (LQ4, LQ9), and 8.1 liter (L18) engines ("Class Vehicles"). Plaintiff
12 contends that GM violated the Unfair Competition Law ("UCL"), by creating an
13 "adjustment program" under the Motor Vehicle Warranty Adjustment Programs statute
14 ("MVWAP"), Civ. Code § 1795.90 *et seq.*, without providing Class Members with
15 notices and/or repair reimbursements under Civ. Code § 1795.92. Specifically, plaintiff
16 contends that GM created an "adjustment program" by offering certain owners and
17 lessees of Class Vehicles General Motors Protection Plans ("GMPPs") or other benefits
18 when they complained that their vehicles have or have had piston or piston pin noise at
19 initial start up that goes away shortly after the engine warms up ("Start Noise"). GM
20 denies that it has created an "adjustment program" under MVWAP, denies that it was
21 required to provide Class Members with notices and/or repair reimbursements and
22 denies that it has violated the UCL.

23 1.2. MVWAP defines the term "adjustment program" as follows:

24 "Adjustment program" means a program or policy that expands or extends the
25 consumer's warranty beyond its stated limit or under which a manufacturer
26 offers to pay for all or any part of the cost of repairing, or to reimburse
27 consumers for all or any part of the cost of repairing, any condition that may
substantially affect vehicle durability, reliability, or performance, other than
service provided under a safety or emission-related recall campaign.

1 "Adjustment program" does not include ad hoc adjustments made by a
2 manufacturer on a case-by-case basis. [Civ. Code § 1795 90(d)]

3 1.3. Plaintiff claims that the GMPP offers constituted an "adjustment
4 program" because the GMPPs "extend" or "enlarge" the GM limited new vehicle
5 warranty and, alternatively, because the GMPPs pay or reimburse repair expenses for
6 "any condition that may substantially affect vehicle durability, reliability or
7 performance."

8 1.4 GM denies all allegations of wrongdoing asserted in the Action and denies
9 liability under any cause of action asserted therein. Specifically, GM contends that it
10 offered the GMPPs to a small number of customers on a case-by-case basis for purposes
11 of customer satisfaction, and that it did not create an "adjustment program" because the
12 GMPPs are not warranties, but instead are service contracts that do not extend or
13 enlarge the GM limited new vehicle warranty and do not pay or reimburse repair
14 expenses for the Start Noise which they were intended to address GM further contends
15 that Start Noise has no adverse effect on the durability, reliability or performance of the
16 vehicle engine

17 1.5 The Parties recognize that the outcome of the Action is uncertain, in that
18 the ultimate resolution of this Action would depend upon judicial construction of the
19 reach and applicability of provisions of the MVWAP that have not been interpreted by
20 any state appellate court, and that pursuing the Action to a litigated judgment and a
21 possible appeal under the circumstances would entail substantial cost, risk and delay

22 1.6. Representative Plaintiff and Class Counsel have conducted an
23 investigation and evaluation of the factual and legal issues raised by the claims asserted
24 in the Action and believe that, in light of the cost, risk and delay of continued litigation
25 balanced against the benefits of the settlement set forth in this Agreement, that such
26 settlement is in the best interests of the, and is fair, reasonable and adequate, for the
27 Class as a whole

1 17 GM expressly denies any wrongdoing and does not admit or concede any
2 actual or potential fault, wrongdoing or liability in connection with any facts or claims
3 that have been or could have been alleged against it in the Action. GM denies that
4 Plaintiff or any Class Members have suffered damage or were harmed by the conduct
5 alleged. GM has concluded, however, that it is desirable to settle the Action upon the
6 terms and conditions set forth herein because it will (i) fully resolve all claims raised in
7 the Action; (ii) avoid the expense, burdens and uncertainties of continued litigation, and
8 (iii) promote customer satisfaction with GM and Chevrolet vehicles.

9 18 Plaintiff and GM therefore stipulate, after good faith, arms-length
10 negotiations in a settlement conference before the Honorable Carl J. West, and subject
11 to the approval of the Court, that the Action shall be compromised, settled, released, and
12 dismissed with prejudice upon and subject to the following terms and conditions:

13 II. DEFINITIONS.

14 As used in this Agreement and the exhibits hereto the following terms have the
15 meanings specified below:

16 21 "Action" means the lawsuit styled *Jason Anderson v. General Motors*
17 *Corporation*, pending in this Court under JCCP 4396

18 22. "Applicable Warranty Period" means the Limited New Vehicle Warranty
19 Period (3 years or 36,000 miles, whichever comes first), EXCEPT THAT only for
20 purposes of this Agreement for those Class Members who purchased a General Motors
21 Protection Plan ("GMPP"), the Applicable Warranty Period means the time and mileage
22 limitations in the Class Member's GMPP (for example, 4 years or 50,000 miles,
23 whichever comes first, as specified in the Class Member's GMPP).

24 23. "Attorneys' Fees" means the amount awarded by the Court to Class
25 Counsel to compensate them, and any other attorneys for Plaintiff or the Class in the
26 Action, and is inclusive of all attorneys' fees of any kind in connection with the Action
27 GM agrees not to oppose Class Counsel's application for an award of Attorneys' Fees

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1 up to the maximum of \$1,950,000.00 and agrees to pay the sum awarded by the Court
2 as provided in this Agreement as long as it does not exceed that sum.

3 2.4 "Authorized GM Dealer," unless otherwise specified, means any GM
4 dealer in California that is (or at the relevant time was) a signatory to an existing and
5 effective General Motors Corporation Dealer Sales and Service Agreement.

6 2.5. "Claim" means a claim to receive a cash payment or other settlement
7 benefit under paragraphs 3.1 through 3.6 of this Agreement. A Claim consists of a
8 Claim Form signed under penalty of perjury and any documentation required by
9 paragraphs 3.3, 3.4, 3.5 or 3.6 of this Agreement.

10 2.6 "Claim Deadline" means 45 days after the date that the Final Notice and
11 Claim Forms (defined below) are mailed to Class Members.

12 2.7. "Claim Form" means the forms attached hereto as Exhibits E-1, E-2 and
13 E-3, only one of which will be sent to each potential Class Member along with the Final
14 Notice as follows:

15 Exhibit E-1. Class Members who, according to GM or GMAC Insurance
16 records, *purchased* GMPPs within 90 days of retail delivery
17 of their Class Vehicle,

18 Exhibit E-2: Class Members who, according to GM or GMAC Insurance
19 records, *purchased* GMPPs more than 90 days after retail
20 delivery of their Class Vehicle,

21 Exhibit E-3: All other Class Members

22 2.8. "Class" or "Class Members" are as described in the November 8, 2006
23 order certifying this Class Action, as follows "All California owners and lessees of
24 1999 through 2003 model year Chevrolet Silverados equipped with a 4.8 liter (LR4),
25 5.3 liter (LM7), 6.0 liter (LQ4, LQ9), and 8.1 liter (L18) engines who: (1) have an
26 engine "knock, ping or slap noise" in their vehicles; (2) were not given notice of the
27 condition giving rise to or the terms and conditions of GM's Engine Knock Noise
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1 Adjustment Program ” For purposes of this Agreement, “knock, ping or slap noise” has
2 the same meaning as “Start Noise” or “Constant Noise” (defined below) Excluded
3 from the Class are those California owners and lessees of 1999 through 2003 model
4 year Chevrolet Silverados who timely requested to be excluded from the Class on or
5 prior to August 15, 2007 Subrogees, assignees and other third parties are not Class
6 Members, are not eligible to receive any benefits under this Agreement and are not
7 subject to any releases executed by or on behalf of the Representative Plaintiff or Class
8 Members.

9 2.9. “Class Action Settlement Notice” means the notice, substantially in the
10 form attached hereto as Exhibit C, provided to potential Class Members after issuance
11 of the Preliminary Approval Order

12 2.10. “Class Counsel” means Girard Gibbs LLP, 601 California Street, 14th
13 Floor, San Francisco, California 94108

14 2.11 “Class Vehicles” mean 1999 through 2003 model year Chevrolet
15 Silverados equipped with 4.8 liter (LR4), 5.3 liter (LM7), 6.0 liter (LQ4, LQ9) or 8.1
16 liter (L18) engines

17 2.12 “Constant Noise” means piston or piston pin noise that is not “Start
18 Noise” (defined below), for example noise that continues after the engine warms up or
19 that begins after the engine has warmed up

20 2.13 “Court,” unless specifically stated otherwise, means the Superior Court of
21 the State of California for the County of Los Angeles

22 2.14. “Defendant’s Counsel” means Isaacs Clouse Crose & Oxford LLP, 21515
23 Hawthorne Boulevard, Suite 950, Torrance, California 90503

24 2.15. “Documented Costs and Expenses” means the amount of reasonable and
25 documented out-of-pocket costs and expenses incurred by Plaintiff or Class Counsel,
26 shown by their application for reimbursement filed prior to the Fairness Hearing and
27 awarded by the Court, inclusive of past notice costs due to the Garden City Group of
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1 approximately \$93,000.00. Documented Costs and Expenses will not exceed the total
2 sum of \$215,000.00 in the aggregate without GM's approval.

3 2.16 "Effective Date" means the later of (a) the date upon which the time for
4 seeking appellate review of the Final Judgment (by appeal or otherwise) shall have
5 expired, or (b) the date upon which the time for seeking appellate review of any
6 appellate decision affirming the Final Judgment (by appeal or otherwise) shall have
7 expired and all appellate challenges to the Final Judgment shall have been dismissed
8 with prejudice without any person having any further right to seek appellate review
9 thereof (by appeal or otherwise).

10 2.17. "Fairness Hearing" means the hearing scheduled for a date approximately
11 75 days after the mailing of the Class Action Settlement Notice at which the Court will
12 consider whether to approve the Agreement as fair, reasonable, and adequate; will
13 consider the proposed Incentive Award to the Representative Plaintiff, the proposed
14 award of Attorneys' Fees to Class Counsel, and the proposed reimbursement of any
15 Documented Costs and Expenses to Class Counsel, will consider whether to enter the
16 Final Judgment; and will make such other rulings as are contemplated by this
17 Stipulation

18 2.18 "Final Judgment" means the judgment, substantially in the form attached
19 hereto as Exhibit A, to be entered by the Court in the Action finally approving this
20 Agreement and dismissing the Action with prejudice

21 2.19 "Final Notice" means the notice mailed to Class Members in substantially
22 the form annexed as Exhibit D within twenty-one (21) days of entry of Final Judgment
23 along with appropriate Claim Forms

24 2.20 "GM" means Defendant General Motors Corporation.

25 2.21 "Incentive Award" means such incentive payment to the Representative
26 Plaintiff as may be awarded by the Court upon Class Counsel's request, in an amount
27 not to exceed \$7,500.00

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1 2.22. "Limited Warranty Period" means the warranty period specified in the
2 Chevrolet New Vehicle Warranty (3 years or 36,000 miles, whichever comes first)

3 2.23 "Parties" or "Party" means the Representative Plaintiff and/or Defendant
4 GM

5 2.24. "Preliminary Approval Order" means the Court's order preliminarily
6 approving the terms of this Agreement as fair, adequate, and reasonable, including the
7 Court's approval of the form and manner of giving notice to potential Class Members,
8 substantially in the form attached hereto as Exhibit B

9 2.25. "Released Claims" means any and all claims, demands, causes of actions
10 or liabilities, including but not limited to those for alleged violations of any state or
11 federal statutes, rules or regulations, and all common law claims, including Unknown
12 Claims as defined herein, based on or related in any way to (a) Start Noise or Constant
13 Noise in Class Vehicles; or (b) the factual allegations and legal claims that were made
14 in the Action, including any claim that any repair arguably covered by a GMPP should
15 have been paid for, reimbursed or provided to Class Members pursuant to MVWAP.
16 Released Claims do not include claims for personal injury, or claims based on or related
17 to engine noise conditions in Class Vehicles other than Start Noise or Constant Noise.
18 Consistent with the express terms of this Agreement, subrogation claims are not being
19 released as part of this settlement

20 2.26. "Representative Plaintiff" means Jason Anderson, the named plaintiff in
21 the Action.

22 2.27. "Start Noise" means piston or piston pin noise that occurs at initial engine
23 start-up and disappears shortly after the engine warms up

24 2.28. "Unknown Claims" means any Released Claim that Plaintiff or Class
25 Members do not know or suspect to exist at the time of the release provided for herein,
26 including without limitation those that, if known, might have affected the Class
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1 Member's settlement and release pursuant to the terms of this Agreement or the Class
2 Member's decision not to object to the settlement terms memorialized herein.

3 2.29. "Unreimbursed Repair Expenses" means the amount of any repair expense
4 or partial repair expense paid by the Class Member which is not and was not (a) paid for
5 or reimbursed under the terms of the Class Member's extended warranty, service
6 contract or GMPP, (b) payable or reimbursable under the terms thereof, and (c) paid for
7 or reimbursed by GM or any Authorized GM dealer

8 2.30. "Valid Claim" means and refers to a Claim that has been deemed eligible
9 for payment or other relief in accordance with the terms of this Agreement

10 **III. CLASS RELIEF, CLASS NOTICE AND CLAIMS ADMINISTRATION,**
11 **ATTORNEYS' FEES AND COSTS**

12 3.1. The following relief is available to Class Members who submit Valid
13 Claims

14 3.2. Class Members can make Claims for multiple settlement benefits and
15 receive all benefits for which they are eligible, conditioned upon submission of a signed
16 and valid Claim Form and any required documents as further provided below This
17 includes benefits for multiple Unreimbursed Repair Expenses, again conditioned on
18 eligibility and submission of a signed and valid Claim Form and any required
19 documents

20 3.3 Reimbursement of Purchase Price of GMPPs.

21 By using available GM or GMAC Insurance records, GM will identify Class
22 Members who purchased General Motors Protection Plans ("GMPPs") for Class
23 Vehicles and determine which of them purchased their GMPPs (a) within 90 days of
24 retail delivery of their Class Vehicle and (b) more than 90 days thereafter. These Class
25 Members will be eligible for reimbursement of the purchase price of their GMPPs
26 subject to the provisions of Paragraphs A or B below if they (1) complete and return a
27 timely and valid Claim Form (in the form of Exhibits E-1 or E-2 hereto), and (2) in the
28

1 case of Exhibit E-1 Claim Forms only, submit the required documentation described
2 below.

3 **A. GMPP Purchasers Within 90 Days of Retail Delivery.** GM will
4 reimburse each Class Member in this group for the purchase price
5 of the GMPP paid by the Class Member if the Class Member
6 completes, signs under penalty of perjury and returns an Exhibit E-
7 1 Claim Form and supplies appropriate documentation showing
8 that his or her Silverado has or had Start Noise by the Claim
9 Deadline.

10 **B. GMPP Purchasers More Than 90 Days After Retail Delivery**
11 GM will reimburse each Class Member in this group for the
12 purchase price of the GMPP paid for by the Class Member if the
13 Class Member completes, signs under penalty of perjury and
14 returns a signed Exhibit E-2 Claim Form by the Claim Deadline.

15 **3.4. Reimbursement of Customer-Paid Start Noise Repair Expense.** For
16 each Class Member who during the Applicable Warranty Period incurred Unreimbursed
17 Repair Expenses for a repair to address concerns about Start Noise, upon timely receipt
18 of (i) the Class Member's completed, signed and valid Claim Form (E-1, E-2 or E-3)
19 attesting under penalty of perjury that he or she paid for an engine repair to address a
20 concern about Start Noise and (ii) appropriate documentation of the repair and repair
21 expense (such as a dealer or third-party repair order), GM will fully reimburse the Class
22 Member for the repair expense.

23 **3.5. Constant Noise Evaluation and Appropriate Repairs.**

24 (a) For each Class Member who completes, signs and returns a timely and
25 valid Claim Form, attesting under penalty of perjury that prior to the expiration of the
26 Limited Warranty Period the Class Member made inquiry or expressed concerns to an
27 authorized GM dealer or GM about Constant Noise and did not receive a repair, GM

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1 will, within twenty-one (21) days of the Effective Date mail the Class Member
2 instructions explaining how the Class Member may obtain an engine noise evaluation
3 from any authorized Chevrolet dealer in California. GM will, upon presentation of the
4 Class Vehicle to an authorized Chevrolet dealer, cause the dealer to provide a current
5 noise evaluation of the Class Vehicle at no cost to the Class Member

6 (b) If the current noise evaluation confirms that the Class Vehicle has
7 Constant Noise, GM will offer (at the Class Member's option) repairs to address,
8 remedy or eliminate Constant Noise ("Constant Noise Repairs"), including where
9 needed replacement of appropriate components. Any Constant Noise Repair that is
10 accepted by the Class Member pursuant to this paragraph will be performed at no cost
11 to the Class Member.

12 3.6. Reimbursement for Listed Engine Repairs. For each Class Member
13 who completes, signs and returns a timely and valid Claim Form (E-1, E-2 or E-3)
14 attesting under penalty of perjury that (a) the Class Member made inquiry of or
15 expressed concerns to an authorized GM dealer or GM about Start Noise prior to
16 expiration of the Limited Warranty Period, and (b) the Class Member incurred
17 Unreimbursed Repair Expenses for any of the engine repairs listed below within 6 years
18 or 100,000 miles of retail delivery (whichever came first), GM will reimburse the Class
19 Member for 75 percent (75 %) of the repair expense shown on appropriate written
20 documentation of the repair such as a repair order. The engine repairs eligible for this
21 reimbursement shall include only Unreimbursed Repair Expenses for the following
22 engine components:

- 23 • cylinder block, heads, crankshaft and bearings
- 24 • crankshaft seals – front and rear
- 25 • camshaft and bearings
- 26 • connecting rods and pistons
- 27 • valve train (including valve seals, valve covers and internal parts)

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- 1 • timing gears
- 2 • timing chain/belt and cover
- 3 • oil pump, oil pump housing, oil pan
- 4 • engine seals and gaskets
- 5 • lubricated internal engine parts
- 6 • water pump
- 7 • intake and exhaust manifolds
- 8 • flywheel
- 9 • harmonic balancer
- 10 • engine mounts

11 **3.7. GM's Right To Offset Prior Payments and Enforce Prior Settlements**
12 **and Releases.** GM shall have the right to reduce any amount to be reimbursed by any
13 amount previously paid by GM or any affiliate of GM for the same expense or that is or
14 was payable or reimbursable under the Class Member's extended warranty, service
15 contract, or GMPP. GM also shall have the right to enforce fully the terms of any
16 release, judgment, arbitration award or other adjudication obtained in connection with
17 any Class Member's prior claim concerning a Class Vehicle.

18 **3.8. Mailing of Class Action Settlement Notice.** Subject to the terms of the
19 Preliminary Approval Order, GM or its designee shall, within thirty (30) days of entry
20 of the Preliminary Approval Order cause the Class Action Settlement Notice to be sent
21 by first-class mail to all Class Members whose names and mailing addresses appear on
22 the vehicle registration data obtained from The Polk Company on or about May 30,
23 2007, which data shall be updated prior to mailing using the U S. Postal Service's
24 NCOA (National Change of Address) database

25 **3.9. Mailing of Final Notice and Claim Forms; Submission of Claims.** No
26 later than twenty-one (21) days after entry of Final Judgment, GM shall cause the Final
27 Notice, substantially in the form attached as Exhibit D, and the appropriate Claim

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1 Forms (substantially in the forms attached as Exhibits E-1 through E-3) to be sent by
2 first-class mail to all Class Members shown on the Class Action Settlement Notice
3 mailing list compiled for the mailing pursuant to paragraph 3.8 above, which data shall
4 be updated again prior to mailing using the U.S. Postal Service's NCOA (National
5 Change of Address) database. Any Class Member may submit a Claim Form to GM at
6 any time after receiving Final Notice and prior to the Claims Deadline

7 **3.10. Claims Evaluation, Resolution and Payment.** GM agrees to process all
8 Claims submitted pursuant to this Agreement in good faith consistent with the terms of
9 this Agreement, and to disburse settlement payments to Class Members who submit
10 timely Valid Claims. GM will carry out these duties in accordance with the procedures
11 and guidelines set forth below. Consistent with the terms of this Agreement, Class
12 Counsel reserves the right to respond to Class Member inquiries, to use reasonable
13 efforts to resolve disputes, if any, in good faith with GM and, failing consensual
14 resolution, to move the Court for an order compelling compliance with the terms and
15 provisions of this Agreement.

16 **3.11. Claims Reporting, Processing and Resolution**

17 (a) Within twenty-one (21) days of the Effective Date, GM shall do each of
18 the following

19 (i) send Class Counsel a list of Valid Claims (i.e., Class Member's
20 name, address and VIN) (the "Valid Claims List") including the value of settlement
21 benefits under paragraphs 3.3 through 3.6 of this Agreement,

22 (ii) send Class Counsel a list of Claims that either have been denied or
23 reduced (pursuant to paragraph 3.7, above, or otherwise), and for each denied or
24 reduced Claim a clear description of the basis for the denial or reduction,

25 (iii) send each Class Member whose Claim has been denied or reduced a
26 written communication explaining the basis for the denial or reduction and informing
27 the Class Member of his/her/its option to challenge the denial or reduction (as set forth
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1 below), and furnish a copy of each such written communication and the Class Member's
2 Claim Form to Class Counsel; and

3 (iv) send all Class Members whose Claims are determined to be
4 deficient in one or more respects (e.g., because the Class Member forgot to sign the
5 Claim Form), a deficiency notice informing the Class Member that he/she/it has 21 days
6 after the receipt of that notice to cure the deficiency. If a Class Member fails to cure the
7 deficiency within 21 days after receipt of the notice to cure, GM may deny the Claim
8 and send the Class Member the written communication described in paragraph (ii)
9 above (with a copy to Class Counsel).

10 (b) A Class Member may challenge a Claim denial or reduction by notifying
11 GM and Class Counsel, by first-class mail or email, within 21 days after GM has mailed
12 the notification of claim denial or reduction to the Class Member, and providing GM
13 and Class Counsel a statement of the reason(s) the Class Member is disputing the Claim
14 denial or reduction. GM and Class Counsel shall meet and confer in a good faith effort
15 to resolve the Class Member's challenge

16 (c) If, after good faith attempts at resolution, the Class Member, Class
17 Counsel and GM are not able to agree on a disposition of the Class Member's Claim,
18 the Class Member may instruct Class Counsel to submit the disputed Claim to Judge
19 West, or if Judge West is unavailable, to Judge Lichtman or another judicial officer of
20 the Los Angeles Superior Court to be agreed upon by the parties or assigned by the
21 Court, for final resolution. As a convenience to the Class Member, GM, Class Counsel
22 and the Court, the parties may combine all disputed Claims so they may be adjudicated
23 together in a single proceeding. Subject to the calendar conditions of the Court, GM
24 and Class Counsel agree to use their best efforts to submit any unresolved disputes to
25 the Court within seventy-five (75) days of the Effective Date.

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1 **3.12. Payment of Valid Claims.**

2 (a) As soon as reasonably practicable, and in no event later than twenty-one
3 (21) days after the Effective Date, GM shall send, by first-class mail, to each Class
4 Member with a Valid Claim a settlement payment check in the amount of the Class
5 Member's Valid Claim.

6 (b) Class Members eligible for settlement payments who receive a deficiency
7 notice and who timely cure the deficiency will be sent a settlement check within fifteen
8 (15) days after the deficiency has been cured and GM has determined the Claim to be a
9 Valid Claim.

10 (c) Class Members eligible for settlement payments and who receive a notice
11 that their Claim has been reduced will be entitled to receive a settlement check, as
12 follows (1) if the Class Member does not timely challenge the reduction, the Class
13 Member will be sent a settlement check in the amount of the reduced Claim within
14 thirty (30) days of the date the communication specified in paragraph 3.11(a)(ii) was
15 mailed to the Class Member; ALTERNATIVELY, (2) if the Class Member challenges
16 the reduction, the Class Member will be sent a settlement check within fifteen (15) days
17 after the date the Class Member's challenge is finally resolved and the amount of the
18 settlement payment to which the Class Member is entitled is finally determined either
19 through the meet and confer efforts of the Class Member, Class Counsel and GM, or by
20 order of the Court, as specified in paragraph 3 11 above.

21 **3.13. Costs of Class Notice and Claims Administration.** GM stipulates and
22 agrees that it will pay all notice and claims administration costs.

23 **3.14. Notice to Authorized Chevrolet Dealers in California.** GM shall
24 prepare an advisory, which GM will share with Class Counsel, informing authorized
25 Chevrolet dealers in California of the pertinent Settlement terms and procedures GM
26 shall send the advisory to Chevrolet dealers in California within twenty-one (21) days of
27 the Effective Date.

1 **3.15. Spanish Language Notices.** Class Counsel shall, by no later than the
2 date the Class Action Settlement Notice is mailed to Class Members, post English-
3 language and Spanish-language versions of the Class Action Settlement Notice (which
4 Spanish-language translation shall be paid for by GM as a claims administration
5 expense under paragraph 3 13 above) on Class Counsel's website, at:
6 www.GirardGibbs/SilveradoSettlement.com.

7 **3.16. Attorneys' Fees and Documented Costs and Expenses, and Incentive**
8 **Payment to Representative Plaintiff.** After an agreement was reached as to the
9 principal terms and conditions of this Agreement, and with the assistance of Judge
10 West, the Parties entered into discussions regarding an Incentive Award to the
11 Representative Plaintiff, Attorneys' Fees for Class Counsel, and reimbursement of
12 Class Counsel's Documented Costs and Expenses, as described herein. Pursuant to
13 those discussions, the Parties agree that, prior to the Fairness Hearing and entry of the
14 Final Judgment, Class Counsel may apply to the Court for an Incentive Award to
15 Representative Plaintiff and for an award of Attorneys' Fees. GM agrees not to oppose
16 either application provided that Class Counsel does not request an Incentive Award for
17 Representative Plaintiff in excess of \$7,500.00, and does not request a total and all-
18 inclusive Attorneys' Fees award in excess of \$1,950,000. GM also agrees not to oppose
19 an application for reimbursement of Class Counsel's Documented Costs and Expenses,
20 subject to reasonable documentation being provided to the Court, and provided that said
21 application does not request reimbursement of Document Costs and Expenses in excess
22 of \$215,000.

23 **3.17. GM's Payment Agreement** Subject to the other terms of this
24 Agreement, GM agrees to pay the Incentive Award and the Attorneys' Fees awarded by
25 the Court provided that the Incentive Award does not exceed \$7,500.00, and the
26 Attorneys' Fees award does not exceed \$1,950,000.00. GM also agrees to reimburse
27 Class Counsel's Documented Costs and Expenses in the amount applied for and
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1 awarded by the Court, subject to the limitations set forth in paragraph 3.16, above.
2 Such payments will not reduce benefits available to Class Members nor will Class
3 Members be required to pay any portion of the Incentive Award, Attorneys' Fees or
4 Documented Costs and Expenses. The Class Notice will advise the Class Members of
5 Class Counsel's intent to seek an award of Attorneys' Fees and an Incentive Award the
6 Representative Plaintiff, including the amounts thereof. The amounts actually awarded
7 by the Court shall not affect the other terms of the settlement which shall remain in full
8 force and effect.

9 **3.18. Deposit of Funds.** Within five (5) business days of the Court granting
10 final approval of the Settlement, GM in full satisfaction of its monetary obligations to
11 Class Counsel will deposit all sums awarded as an Incentive Award for the
12 Representative Plaintiff, all sums awarded as Attorneys' Fees for Class Counsel, and all
13 sums awarded as reimbursement for Class Counsel's Documented Costs and Expenses,
14 into an interest-bearing bank account established at Union Bank of California, 44
15 Montgomery Street, San Francisco, California, or such other bank to be agreed upon by
16 the Parties Within ten (10) days of the Settlement's Effective Date, and absent any
17 appeal by an objector from an order awarding an Incentive Award to the named plaintiff
18 or awarding Attorneys' Fees to Class Counsel, GM will transfer the sums deposited in
19 the Union Bank of California (or other agreed-upon) account, together with any accrued
20 interest, from the Union Bank of California (or other agreed-upon) account to an
21 Attorney-Client Trust Account established by Class Counsel as directed by Class
22 Counsel In the event that the Settlement does not become effective, GM retains all
23 right to the amounts deposited in the Union Bank of California (or other agreed-upon)
24 account and may withdraw and retain the full amounts deposited, including any interest
25 earned Notwithstanding the foregoing, in the event that a trial court ruling or appeal
26 results in the reduction of the Incentive Award, Documented Costs and Expenses or
27 Attorney's Fee Award, then GM on the later of ten days following the Effective Date or
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1 ten days following the final disposition of any appeal shall transfer the reduced
2 amount(s) awarded to Plaintiff and/or Class Counsel to Class Counsel's trust account,
3 together with a pro rata share of the interest earned, and GM shall receive the remaining
4 balance of the account, including a pro rata share of the interest earned.

5 **3.19. Limitation on GM's Liability.** GM shall have no liability or obligation
6 to pay any fees, expenses, costs or disbursements to, or incur any expense on behalf of,
7 any person, either directly or indirectly, in connection with this Action, the Agreement,
8 or the proposed settlement, other than the amounts expressly provided for in the
9 Agreement.

10 **IV. SETTLEMENT APPROVAL, RELEASE AND DEFAULT**

11 **4.1.** Promptly after execution of this Agreement, Plaintiff and GM will apply
12 to the Court for entry of the proposed Preliminary Approval Order, attached hereto as
13 Exhibit B, and setting of a hearing for the Court to consider (a) whether to make final its
14 certification of the Class for purposes of the Settlement but not for trial purposes, (b)
15 whether to grant final approval of the Settlement as fair, reasonable and adequate for the
16 Class as a whole, (c) whether to grant Class Counsel's application for Attorneys' Fees,
17 Documented Costs and Expenses and the Representative Plaintiff's Incentive Award
18 and, if so, in what amounts; and (d) any related matters as appropriate ("Fairness
19 Hearing")

20 **4.2** GM shall cause the Class Action Settlement Notice to be printed and
21 mailed to Class Members in accordance with the terms of the Preliminary Approval
22 Order and paragraph 3.8 of this Agreement. No later than the day the motion for final
23 approval of the Settlement is to be filed under the Preliminary Approval Order, GM or
24 its designee will file an affidavit or declaration attesting it has mailed the Class Action
25 Settlement Notice to Class Members in accordance with the Preliminary Approval
26 Order.

1 4.3. In accordance with the Preliminary Approval Order or such other or
2 further order of the Court, Class Counsel will file a motion for final approval of the
3 Settlement and an application for Attorneys' Fees, Documented Costs and Expenses,
4 and an Incentive Award for the Representative Plaintiff, and the Parties will brief the
5 motion and application. GM may, but is not obligated to, join in the motion for final
6 approval of the Settlement

7 4.4 The Parties will appear at the Fairness Hearing and present their
8 arguments in support of final approval of the Settlement and entry of the proposed Final
9 Judgment, and Class Counsel will present its arguments in support of an award of
10 Attorneys' Fees, Documented Costs and Expenses, and an Incentive Award for the
11 Representative Plaintiff GM will not object to or oppose an award of Attorneys' Fees,
12 Documented Costs and Expenses and an Incentive Award for the Representative
13 Plaintiff if the amounts sought do not exceed the limits set forth in paragraphs 2.15, 3.16
14 and 3.17

15 4.5 Representative Plaintiff and each Class Member stipulates and agrees that,
16 upon the Effective Date, he, she, or it shall be deemed to have, and for the consideration
17 provided for herein and by operation of the Final Judgment shall have, released, waived
18 and discharged his, her or its Released Claims as defined herein and shall have
19 expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
20 rights, and benefits of section 1542 of the California Civil Code, and of any similar law
21 of any other state, which provides "a general release does not extend to claims which
22 the creditor does not know or suspect to exist in his or her favor at the time of executing
23 the release, which if known by him or her must have materially affected his or her
24 settlement with the debtor." Representative Plaintiff and Class Members may hereafter
25 discover facts in addition to or different from those which he or she now knows or
26 believes to be true with respect to the subject matter of the Released Claims, but
27 Representative Plaintiff and Class Members, upon the Effective Date, shall be deemed
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1 to have, and by operation of law shall have, fully, finally and forever settled, released
2 and discharged any and all Released Claims, known or unknown, suspected or
3 unsuspected, contingent or non-contingent, whether or not concealed or hidden, that
4 now exist or heretofore may have existed upon any theory of law or equity now existing
5 or coming into existence in the future, including but not limited to, conduct that is
6 negligent, reckless, intentional, with or without malice, or a breach of any duty, law or
7 rule, without regard to the subsequent discovery or existence of such different or
8 additional facts.

9 4.6 GM agrees that, upon the Effective Date, it shall be deemed to have
10 released, waived and discharged any and all claims or causes of action, known or
11 unknown, against Representative Plaintiff Jason Anderson or Class Counsel based on or
12 in any way related to any of the allegations, acts, omissions, transactions, events or
13 other matters alleged, claimed or at issue in the Action, provided that this release shall
14 not extend to any claim for breach of this Agreement or violation of the Final Judgment
15 entered pursuant to the terms hereof

16 **V. PRELIMINARY INJUNCTION PENDING FAIRNESS HEARING.**

17 5.1 Pending Court approval of this Agreement at the Fairness Hearing, all
18 potential Class Members who have not previously excluded themselves from the Class
19 shall be preliminarily enjoined and barred (i) from filing or commencing any lawsuit in
20 any jurisdiction based on or relating to the claims and causes of action, or the facts and
21 circumstances relating thereto, in this Action and/or the Released Claims, and (ii) from
22 filing or commencing any other lawsuit as a class action on behalf of Class Members
23 (including by seeking to amend a pending complaint to include class allegations or
24 seeking class certification in a pending action) based on or relating to the claims and
25 causes of action, or the facts and circumstances relating thereto, in this Action and/or
26 the Released Claims.

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1 **VI. OBJECTIONS TO SETTLEMENT**

2 **6.1 Any Class Member who wishes to object to the Agreement, the proposed**
3 **settlement, the Incentive Award or the request for Attorneys' Fees and Expenses, must**
4 **serve a written objection that must be postmarked no later than forty-five (45) days after**
5 **the date of mailing of the Class Action Settlement Notice. The written objection must**
6 **be filed and served as follows.**

7 Clerk of the Court	Class Counsel	GM's counsel
8 Clerk of the Court	Elizabeth Pritzker	Gregory R. Oxford
9 Superior Court of the State of California	Gerard Gibbs LLP	Isaacs Clouse Crose & Oxford LLP
10 County of Los Angeles	601 California St., 14th Floor	21515 Hawthorne Blvd., Suite 950
11 Central Civil West Courthouse	San Francisco, CA 94108	Torrance, CA 90503
12 600 S. Commonwealth Avenue		
13 Los Angeles, CA 90005		

14 The written objection must include: (i) the objector's name, address and telephone
15 number, (ii) the Vehicle Identification Number of the vehicle that establishes that the
16 objector is a member of the Class, (iii) the name of this case and the case number,
17 (iv) the specific reason and basis for the objection, including any legal and factual
18 support the objector wishes to bring to the Court's attention and any evidence in support
19 of each objection

20 **6.2 If the objector intends to appear at the Fairness Hearing through counsel,**
21 **the comment must also state the following (i) the identity of all attorneys representing**
22 **the objector who will appear at the fairness hearing, (ii) the identity and number of**
23 **Class Members represented by objector's counsel, (iii) the number of such represented**
24 **Class Members who have opted out of the Class and the Settlement, (iv) the number of**
25 **such represented Class Members who have remained in the Settlement and have not**
26 **objected; (v) the date the objector's counsel assumed representation for the objector, and**
27 **(vi) a list of the names of all cases where the objector's counsel has objected to a class**
28 **action settlement in the last three years. Objecting Class Members must also make**
themselves available for deposition by Class Counsel and/or GM's counsel in their

1 county of residence, between the time the objection is filed and seven (7) days before
2 the date of the Fairness Hearing. To appeal from any provision of the order approving
3 the Settlement as fair, reasonable and adequate, the award of incentive payments, or to
4 the award of reasonable attorneys' fees and documented costs and expenses paid by
5 Defendant and awarded to Class Counsel, the objector must appear in person, or
6 through counsel, or seek leave of Court excusing such appearance prior to the fairness
7 hearing, or as otherwise may be permitted by the Court at the fairness hearing. In
8 addition, the objector must demonstrate compliance with paragraph 6.1 to show that he
9 or she is a member of the Class.

10 6.3 Class Members, or their attorneys, intending to make an appearance at the
11 Fairness Hearing, must deliver a Notice of Intention to Appear to Class Counsel and
12 Defendant's Counsel identified above, and have this Notice file-stamped by the Court,
13 no later than thirty (30) days before the Fairness Hearing. The Notice of Intention to
14 Appear must: (i) state how much time the Class Member and/or their attorney
15 anticipates needing to present the objection, (ii) identify, by name, address, telephone
16 number and detailed summary of testimony, any witnesses the Class Member and/or
17 their attorney intends to present any testimony from; and (iii) identify all exhibits the
18 Class Member and/or their attorney intends to offer in support of the objection and
19 attach complete copies of all such exhibits

20 6.4. Any Class Member and/or their attorney who fails to comply with the
21 provisions of the foregoing paragraphs 6.1 through 6.3 shall be deemed to have waived
22 and forfeited any and all rights he or she may have to appear separately and/or object,
23 and shall be bound by all the terms of the Agreement.

24 VII. GENERAL PROVISIONS.

25 7.1. All Parties agree that this Agreement was drafted jointly by counsel for
26 the Parties at arm's length and that the Agreement including its Exhibits constitutes the
27 sole agreement between the Parties concerning the subject matter hereof. Further, the
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1 Parties intend and agree that this Agreement, including its Exhibits, is a fully integrated
2 and enforceable Agreement, and further stipulate and agree that: (i) there are no other
3 agreements, written or oral, between the Parties concerning this subject matter; (ii) no
4 representations, warranties or inducements have been made to any Party concerning the
5 Settlement or this Agreement other than are contained in the Agreement; and (iii) this
6 Agreement shall not be modified or amended except by a signed writing executed by or
7 on behalf of all Parties and approved by the Court.

8 7.2. The Parties expressly agree that the terms and provisions of this
9 Agreement are contractual and not a mere recital and shall survive the execution of this
10 Agreement and entry of the Final Judgment and shall continue in full force and effect
11 thereunder

12 7.3 The Agreement will terminate at the sole option and discretion of GM or
13 Class Counsel if (i) the Court, or any appellate court(s), rejects, modifies or denies
14 approval of any material portion of the Agreement or the proposed settlement (except
15 for the Incentive Award, Reimbursement of Designated Costs and Expenses and the
16 Award of Attorneys' Fees and Expenses as to which the provisions of paragraph 3 17
17 shall control), including, without limitation, the terms of relief, the findings of the
18 Court, the provisions relating to notice, the definition of the Class and/or the scope or
19 terms of the Released Claims, or (ii) the Court, or any appellate court(s), does not enter
20 or affirm, or alters or expands, any material portion of the Final Judgment. In such
21 event, this Agreement and all negotiations shall be without prejudice to the Parties and
22 shall not be admissible into evidence, and shall not be deemed or construed to be an
23 admission or confession by any of the Parties or any fact, matter or proposition of law.

24 7.4. If this Stipulation is not approved by the Court or the Settlement is
25 terminated or there is a failure to reach the Effective Date in accordance with the terms
26 of this Stipulation, the Parties and all Class Members will be restored to their respective
27 positions as of the date immediately preceding the commencement of settlement

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1 discussions in the Action, including their respective positions on class certification In
2 such event, the terms and provisions of this Stipulation, will have no further force and
3 effect with respect to the Parties, neither the fact nor the terms of the Settlement will be
4 used in this Action or in any other proceeding for any purpose; and any Judgment or
5 order entered by the Court in accordance with the terms of this Stipulation will be
6 treated as vacated, nunc pro tunc. No order of the Court or modification or reversal on
7 appeal of any order of the Court concerning any Incentive or Attorneys' Fee Award or
8 Reimbursement of Documented Costs and Expenses will constitute grounds for
9 cancellation or termination of this Stipulation.

10 7.5 The Agreement shall be governed by and interpreted according to the laws
11 of the State of California without regard to its conflicts of law provisions

12 7.6 If any disputes arise regarding the implementation or interpretation of this
13 Agreement, the Parties agree to use reasonable efforts to resolve the dispute, including
14 consultation or mediation with Judge West, failing which the parties agree to present the
15 dispute Judge Lichtman or another judicial officer of the Los Angeles Superior Court to
16 be agreed upon by the parties or assigned by the Court for final resolution

17 7.7 Whenever the Agreement requires or contemplates that one Party shall or
18 may give notice to the other, notice shall be provided by facsimile and/or next-day
19 (excluding weekends and holidays) express delivery service as follows:

20 a If to Defendant, then to

21 L. Joseph Lines, III
22 General Motors Corporation
23 Mail Code 482-026-601
24 400 Renaissance Center
25 P.O. Box 400
26 Detroit, Michigan 48265-4000

Gregory R. Oxford
Isaacs Clouse Crose & Oxford LLP
21515 Hawthorne Boulevard, Suite 950
Torrance, California 90503
(310) 316-1990
(310) 316-1330 (FAX)

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b. If to Plaintiff, then to Class Counsel

Elizabeth C. Pritzker
Girard Gibbs LLP
601 California St., 14th Floor
San Francisco, California 94108
(415) 981-4800
(415) 981-4846 (FAX)

7.8 The Parties reserve the right, subject to the Court's approval, to agree upon any reasonable extensions of time that might be necessary to carry out any of the provisions of the Agreement.

7.9 In no event shall the Agreement, any of its provisions or any negotiations, statements, or court proceedings relating hereto in any way be construed as, offered as, received as, or used as an admission of liability in any judicial, administrative, regulatory, arbitration or other proceeding. Further, this Agreement shall not be offered or admitted into evidence in any proceeding, except the proceeding to seek court approval of this settlement or in a proceeding to enforce the terms of the settlement.

7.10. The Parties, their successors and assigns, and their attorneys undertake to implement the terms of the Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of the Agreement

7.11 The Parties, their successors and assigns, and their attorneys agree to cooperate fully with one another in seeking Court approval of the Agreement and to use their best efforts to effect the prompt consummation of the Agreement and the proposed settlement

7.12 The Court will retain jurisdiction to the extent allowed by law with respect to implementation and enforcement of the terms of this Stipulation, and the Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement. All applications with respect to any aspect of the Settlement shall be presented to and determined by the Court

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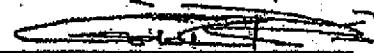
1 7.13. Each person executing this Agreement warrants that he or she has the
2 authority to do so

3 7.14. The Agreement may be signed in counterparts, each of which shall
4 constitute a duplicate original.

5
6 **APPROVED AND AGREED TO BY AND ON BEHALF OF
PLAINTIFF JASON ANDERSON AND THE CLASS**

7 Date, November 13, 2008

8 GIRARD GIBBS LLP

9
10 By: 
11 Elizabeth C. Pritzker
12 Attorney for Plaintiff
13 Jason Anderson and the Class

14
15 **APPROVED AND AGREED TO BY AND ON BEHALF OF
DEFENDANT GENERAL MOTORS CORPORATION**

16 Date, November 13, 2008

17 ISAACS CLOUSE CROSE & OXFORD LLP


18 By: 
19 Gregory R. Oxford
20 Attorney for Defendant
21 General Motors Corporation
22
23
24
25
26
27
28

EXHIBIT D

COPY

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5 Attorneys for Plaintiff
Jason Anderson and the Class

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9 Attorneys for Defendant
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10 Of Counsel
11 L. JOSEPH LINES, III
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12 Mail Code 482-026-601
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Dept. 322

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NOV 18 2008

**LOS ANGELES
SUPERIOR COURT**

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF LOS ANGELES**
17

18 Coordination Proceeding Special Title
19 (Rule 1550(c))

20 **GENERAL MOTORS CASES**

Case No. JCCP4396

CERTIFIED CLASS ACTION

21 This Document Relates to:

22 JASON ANDERSON, on behalf of himself
23 and all others similarly situated,

24 Plaintiff,

25 v.

26 GENERAL MOTORS CORPORATION,

27 Defendant.
28

**~~PROPOSED~~ ORDER
PRELIMINARILY APPROVING
STIPULATION OF SETTLEMENT**

Hearing Date: November 18, 2008

Time: 9:30 a.m.

Department: CCW 322

Hon. Peter D. Lichtman

BY FAX

1 WHEREAS, Representative Plaintiff Jason Anderson, individually and as certified
2 representative of the Class ("Plaintiff") and defendant General Motors Corporation
3 ("GM") have entered into a Stipulation of Settlement (the "Agreement") subject to the
4 approval and determination of the Court as to fairness, reasonableness, and adequacy of
5 the settlement which, if approved, will result in dismissal of the Action with prejudice;
6 and

7 WHEREAS, terms defined in the Agreement filed by the parties herein will have
8 the same meaning in this Order,

9 IT IS HEREBY STIPULATED, by and between Representative Plaintiff and GM,
10 by and through their undersigned counsel, that the Court following its review of the
11 Stipulation of Settlement and related documents submitted by the parties, may enter its
12 order as follows:

13 The Court based on its independent review of and due deliberation concerning the
14 Stipulation of Settlement and related documents hereby orders:

15 1. Preliminary Approval. Based on the facts and legal authorities presented
16 to the Court throughout the pendency of this Action, the terms of the Agreement and the
17 Court's independent review, the proposed Agreement appears to be fair, reasonable and
18 adequate with respect to Class Members as that term is defined in the Stipulation of
19 Settlement.

20 2. Fairness Hearing.

21 (a) A hearing will be held on [March 5, 2009 at 1:45 p.m.] in Department
22 CCW 322 of the Los Angeles Superior Court, Central Civil West Courthouse, 600 S.
23 Commonwealth Avenue, Los Angeles, California, to decide, among other things: (a)
24 whether the Agreement should be finally approved as fair, reasonable and adequate; (b)
25 whether the Action should be dismissed with prejudice pursuant to the terms of the
26 Agreement; (c) whether Class Members should be bound by the release set forth in the
27 Agreement; (d) whether Class Members should be subject to a permanent injunction that,
28 among other things, will enjoin and bar Class Members from filing, commencing,

1 prosecuting, intervening in, or participating in (as class members or otherwise), any
2 lawsuit in any jurisdiction based on or relating to the claims and causes of action, or the
3 facts and circumstances relating thereto, in this Action and/or the Released Claims (as
4 defined in the Agreement); and (e) whether the application of Class Counsel for an award
5 of Attorneys' Fees and reimbursement of Class Counsel's Documented Costs and
6 Expenses, and the application of Representative Plaintiff Jason Anderson for an Incentive
7 Award should be approved.

8 **3. Pre-Hearing Notices.**

9 (a) **Class Notice.** Notice of the proposed class action settlement, in the
10 form filed with this Court as Exhibit C to the Agreement (the "Class Action Settlement
11 Notice"), shall be sent by first-class mail to Class Members by GM within thirty (30) days
12 after the entry of this Preliminary Approval Order, subject to any reasonable extension of
13 this deadline that is agreeable to the Parties or ordered by the Court. Additionally, Class
14 Counsel shall, by no later than the date the Class Action Settlement Notice is mailed to
15 Class Members, post a Spanish-language version of the Class Action Settlement Notice on
16 Class Counsel's website, at the following URL:
17 www.GirardGibbs/SilveradoSettlement.com.

18 (b) **Proof of Mailing Class Notices.** At the time the motion for final
19 approval of the Settlement is to be filed, the Claims Administrator or other such
20 appropriate person or entity, among others, shall file an affidavit or declaration attesting
21 that notice to the Class was disseminated in accordance with this Preliminary Approval
22 Order.

23 **4. Findings Concerning Notice.** Having considered, among other factors, (i)
24 the cost of giving notice by various methods, (ii) the interests of each Class Member; (iii)
25 the likelihood that Class Members' current address can be obtained, and (iv) the likelihood
26 that each Class Member will receive actual notice, the Court expressly finds that notice
27 given in the form and manner provided in Paragraph 3(a) of this Order and as described in
28 the Agreement will provide the best notice practicable under the circumstances. The

1 Court finds that the content and manner of the Class Notice: (i) is the best practicable
2 notice; (ii) is reasonably calculated, under the circumstances, to apprise Class Members of
3 the pendency of the Action and of their right to object to the proposed settlement; (iii) is
4 reasonable and constitutes due, adequate and sufficient notice to all persons entitled to
5 receive notice; and (iv) meets all applicable requirements of any law, the Due Process
6 Clauses of the United States and California Constitutions, and the California Code of Civil
7 Procedure and Rules of Court. The Court further finds that the proposed manner and form
8 of the Class Notice reasonably advises potential members of the Class of the following:
9 (a) the nature of the Action and settlement relief, and that the relief is limited to that
10 provided by the Agreement and is contingent on the Court's final approval thereof; and
11 (b) that any Class Member may, if he or she desires, object and enter an appearance
12 through his or her counsel. In sum, the Court finds that the Class Notice and method of
13 mailing to Class Members provided in the Agreement is readily understandable,
14 reasonable, constitutes due, adequate and sufficient notice to all persons entitled to receive
15 notice and meets all the requirements of due process.

16 **5. Objections and Appearances.**

17 (a) **Written Objections.** Any Class Member who wishes to object to the
18 fairness, reasonableness or adequacy of the Agreement or the proposed settlement, award
19 of Attorneys' Fees or Incentive Award, may make a written objection, in compliance with
20 Section V of the Agreement, which must be received by Class Counsel and GM's Counsel
21 and have been file-stamped by the Court no later than ~~February 2, 2009~~ 45 days from
22 the date of mailing of the Class Notice. Written objections must be verified by sworn
23 affidavit and must include: (i) the objector's name, address and telephone number; (ii) the
24 name of the Action and the case number, (iii) a statement of each objection; and (iv) a
25 written brief detailing the specific reasons, if any, for each objection, including any legal
26 and factual support the objector wishes to bring to the Court's attention and any evidence
27 the objector wishes to introduce in support of the objection(s). If the objection is
28 presented through an attorney, the written objection must also include: (i) the identity and

1 number of Class Members represented by objector's counsel; (ii) the number of such
2 represented Class Members who have opted out of the settlement; (iii) the number of such
3 represented Class Members who have remained in the settlement and have not objected;
4 (iv) the date the objector's counsel assumed representation for the objector, and (v) a list
5 of the names of all cases where the objector's counsel has objected to a class action
6 settlement in the last three years. Objecting Class Members who intend to testify in
7 support of their objection either in person or by affidavit must also make themselves
8 available for deposition by Plaintiffs' counsel and/or GM's counsel in their county of
9 residence, between the time the objection is filed and seven (7) days before the date of the
10 Fairness Hearing. To appeal from any provision of the final order approving the
11 Settlement as fair, reasonable and adequate, the award of an Incentive Payment to the
12 Representative Plaintiff, or to the award of Attorneys' Fees or Documented Costs and
13 Expenses paid by GM and awarded to Class Counsel, the objector must appear at the
14 Fairness Hearing in person, or through counsel, or seek leave of Court excusing such
15 appearance prior to the Fairness Hearing, or as otherwise may be permitted by the Court at
16 the Fairness Hearing.

17 (b) Appearance at Fairness Hearing. Any Class Member who files
18 and serves a written objection, as described in the preceding subsection, may appear at the
19 Fairness Hearing, either in person or through personal counsel hired at the Class
20 Member's expense, to object to the fairness, reasonableness, or adequacy of the Agreement
21 or the proposed settlement, or to the award of Attorneys' Fees and Expenses. Class
22 Members, or their attorneys, intending to make an appearance at the Fairness Hearing,
23 must deliver to Class Counsel and GM's Counsel, and have file-marked by the Court, no
24 later than [February 2, 2009], a Notice of Intention to Appear. The Notice of Intention
25 to Appear must: (i) state how much time the Class Member and/or their attorney
26 anticipates needing to present the objection; (ii) identify, by name, address, telephone
27 number and detailed summary of testimony any witnesses the Class Member and/or their
28 attorney intends to present any testimony from; and (iii) identify all exhibits the Class

1 Member and/or their attorney intends to offer in support of the objection and attach
2 complete copies of all such exhibits.

3 (c) Any Class Member and/or their attorney who fails to comply with the
4 provisions of the preceding subsections shall waive and forfeit any and all rights he or she
5 may have to appear separately and/or object, and shall be bound by all the terms of the
6 Agreement and any orders entered by the Court.

7 (d) Written objections and Notices of Intention to Appear (along with the
8 supporting brief, any evidence, and any other required materials) must be filed with the
9 Clerk of the Court *and* delivered to Plaintiffs' counsel and GM's counsel no later than
10 [February 2, 2009] at the following addresses:

11 12 13 14 15 16 17 18	Clerk of the Court: Superior Court of California County of Los Angeles Central Civil West Courthouse 600 S. Commonwealth Avenue Los Angeles, California 90005 Class Counsel: Elizabeth C. Pritzker Girard Gibbs LLP 601 California St., 14th Floor San Francisco, California 94108	GM's Counsel: Gregory R. Oxford Isaacs Clouse Crose & Oxford LLP 21515 Hawthorne Boulevard Suite 950 Torrance, California 90503
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19 **6. Final Approval Pleadings, Incentive Awards and Fee Application.**

20 (a) Class Counsel shall file a motion for final approval of the Settlement and an
21 application for Attorneys' Fees, Documented Costs and Expenses, and an Incentive
22 Award for the Representative Plaintiff on or before ~~February 2, 2009~~. GM has the right,
23 but not the obligation, to join in the motion for final approval of the Settlement.

24 (b) Five (5) court days prior to the date set for hearing, Class Counsel and/or
25 GM may file a reply memorandum in support of the motion for final approval of the
26 Settlement. Class Counsel and/or GM shall be permitted to respond to Class Member
27 comments on or objections to the Settlement, if any, as part of its reply memorandum.
28

1 7. Preliminary Injunction. All Class Members are preliminarily enjoined and
2 barred (i) from filing or commencing any lawsuit in any jurisdiction based on or relating
3 to the claims and causes of action, or the facts and circumstances relating thereto, in this
4 Action and/or included within the Released Claims; and (ii) from filing or commencing
5 any lawsuit based on or relating to the claims and causes of action, or the facts and
6 circumstances relating thereto, in this Action and/or included within the Released Claims.

7 8. Service of Papers. GM's counsel and Class Counsel shall serve on each
8 other and on all other parties who have filed notices of appearance before the Fairness
9 Hearing, any further documents in support of the proposed settlement, including responses
10 to any papers filed by a Class Member. GM's counsel and Class Counsel shall promptly
11 furnish each other with any and all objections or written exclusion requests that may come
12 into their possession before the Fairness Hearing.

13 9. Termination of Settlement. This Order shall become null and void, and
14 shall be without prejudice to the rights of the parties, all of whom shall be restored to their
15 respective positions existing immediately before this Court entered this Order, if (a) the
16 proposed settlement is not finally approved by the Court, or does not become final,
17 pursuant to the terms of the Agreement; or (b) the proposed settlement is terminated in
18 accordance with the Agreement or does not become effective as required by the terms of
19 the Agreement for any other reason. In such event, the proposed settlement and
20 Agreement shall become null and void and be of no further force and effect, shall be
21 inadmissible into evidence for any purposes, and neither the Agreement nor this
22 Preliminary Approval Order shall be used or referred to for any purpose whatsoever.

23 10. Use of Order. This Preliminary Approval Order shall be of no force and
24 effect if the settlement is not approved or does not become final and shall not be construed
25 or used as an admission, concession or declaration by or against GM of any fault,
26 wrongdoing, breach or liability, or by or against Plaintiff or the Class Members that their
27 claims lack merit or that the relief requested in the Action is inappropriate, improper or
28

1 unavailable, or as a waiver by any party of any defenses it may have, including defenses
2 or arguments opposing class certification.

3 11. **Defined Terms.** Capitalized terms used in this Preliminary Approval Order
4 shall have the same meaning as set forth in Part II of the Stipulation of Settlement.

5 Good cause appearing therefor, **IT IS SO ORDERED.**

6 DATED: November 18, 2008

7 **PETER D. LICHTMAN**

8 Judge of the Superior Court

9 **APPROVED AS TO FORM:**

10 **GIRARD GIBBS LLP**

11
12 By: 

13 Elizabeth C. Pritzker
14 Attorneys for Plaintiff
Jason Anderson and the Class

15 **ISAACS CLOUSE CROSE & OXFORD LLP**

16
17 By: 

18 Gregory R. Oxford
19 Attorneys for Defendant
General Motors Corporation

EXHIBIT E

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
In Re General Motors Cases (Anderson v. General Motors Corp.), JCCP No. 4396

**FOR CALIFORNIA RESIDENTS WHO OWN OR LEASE 1999-2003
 CHEVROLET SILVERADO TRUCKS WITH 4.8, 5.3, 6.0 OR 8.1 LITER ENGINES**

**You May Be Able To Obtain Cash Reimbursements If Your Vehicle Has Piston Or Piston Pin
 Noise Under A Proposed Class Action Settlement.**

The Settlement: There is a proposed Class Action Settlement involving California owners and lessees of certain 1999-2003 Chevrolet Silverado trucks who have piston or piston pin noise in their vehicles. This noise is sometimes referred to as cold engine knock, rough idle, piston slap, cold tick or cold start noise

Persons Entitled to Benefits: You are a Class Member and entitled to benefits under the Settlement if 1) you live in or purchased or leased one of these Silverado vehicles in California, 2) you owned or leased the vehicle as of June 15, 2007, and 3) the vehicle makes or has made piston or piston pin noise

Available Settlement Benefits: The Settlement must be approved by the Superior Court of California, County of Los Angeles. If approved, available benefits will include

For those people with piston or pin noise only at startup

- Full cash reimbursement of the purchase price of any General Motors Protection Plan ("GMPP"),
- Full cash reimbursement of expenses paid for piston or piston pin noise repairs during the Limited Warranty period or, if applicable, during the GMPP period,
- Cash reimbursement of 75% for certain engine repair expenses within 6 years or 100,000 miles of retail delivery of the vehicle, and

For those people with constant piston or pin noise

- A free noise evaluation by an authorized GM dealer and, if needed, a free engine repair

See pages 2-3 of this Notice for additional information about these benefits and required documentation

Settlement Approval and Claims Process. If the Court approves the Settlement, a Claim Form will be mailed to you. You may use the Claim Form to make a claim for settlement payments or other benefits

Summary of Class Members' Rights and Options Under the Settlement. The purpose of this Notice is to inform you, as a potential Class Member, of the terms of the proposed Settlement, and your rights and options under the Settlement. You may

<p>PARTICIPATE IN THE SETTLEMENT</p>	<p>If you agree with the Settlement, you need not do anything until after the Court decides whether to approve the Settlement. If the Settlement is approved, you will be sent a Claim Form and instructions about how to claim your settlement benefits</p>
<p>OBJECT OR COMMENT ON THE SETTLEMENT</p>	<p>Write the Court about why you do, or do not, like the Settlement</p>
<p>ATTEND THE HEARING</p>	<p>Ask to speak to the Court about the fairness of the Settlement</p>
<p>DO NOTHING</p>	<p>Receive no payment or other benefit. Become barred from bringing or being part of any other lawsuit concerning these issues</p>

This Notice May Affect Your Rights. Please Read It Carefully.
 For more information or a copy of this Notice in Spanish, call 1-866-981-4800
 or visit www.girardgibbs.com/silverado

Este Aviso Le Informa Sobre un Acuerdo Legal Propuesto Que Puede Afectar Sus Derechos. Por Favor Lea Este Aviso Con Cuidado. Para mas informacion o una copia de este aviso en español, llama 1-866-981-4800 o lo visita www.girardgibbs.com/silverado

PLAINTIFFS' STATEMENT ABOUT THE CASE

This lawsuit is brought by Plaintiff Jason Anderson against General Motors Corporation ("GM"). The lawsuit alleges that GM has an Engine Knock Noise "Adjustment Program" under which it provides certain owners and lessees of Silverado trucks with extended warranties, General Motors Protection Plans ("GMPPs") or other benefits when they complain that their vehicles have or have had piston or piston pin noise at initial start up that goes away shortly after the engine warms up ("Start Noise"). Plaintiff claims GM violated California's "Secret Warranty" Law, Cal Civil Code §§ 1795.90 *et seq.*, and Unfair Competition Law, Cal Bus & Prof Code § 17200 *et seq.*, because GM failed to notify all 1999-2003 Silverado owners and lessees about its Adjustment Program, or inform them that they may be eligible for a free GMPP or other benefits offered under that Program.

GM'S STATEMENT ABOUT THE CASE:

GM denies Plaintiff's claims, and contends that it lawfully assisted a small percentage of Silverado owners and lessees whose trucks may make a particular type of engine knock noise at cold start-up that goes away within a few seconds. GM contends this type of noise has no adverse effect on the durability, reliability or performance of the engine. GM contends it has given assistance in the form of free GMPPs or other goodwill measures to promote customer satisfaction, and that its goodwill measures do not constitute a "secret warranty" or "Adjustment Program" under California law.

CERTIFIED CLASS ACTION

The case was certified as a class action by a Los Angeles Court on behalf of the following Class:

All California owners and lessees of 1999-2003 Chevrolet Silverados equipped with 4.8 liter, 5.3 liter, 6.0 liter or 8.1 liter engines ("Class Vehicles") who (1) Have an engine "knock, ping or slap" noise in their vehicles, and (2) Were not given notice of the condition giving rise to or the terms of GM's Engine Knock Noise Adjustment Program.

For purpose of this Notice and the Settlement, "knock, ping or slap noise" has the same meaning as "Start Noise" (piston or piston pin noise at initial engine start up that disappears shortly after the engine warms up), or "Constant Noise" (piston or piston pin noise that is not "Start Noise," for example, noise that continues or begins after the engine warms up).

This is not a solicitation from a lawyer.

AGREEMENT TO SETTLE:

Plaintiff and Class Counsel believe the proposed Settlement is in the best interests of the Class, that is desirable to settle this lawsuit to avoid the uncertainties of continued litigation, and that the terms and benefits of the Settlement described in this Notice provide fair, reasonable relief to the Class.

GM expressly denies any wrongdoing and does not admit or concede any actual or potential fault, wrongdoing or liability in connection with any fact or any claim asserted in the lawsuit. GM has concluded, however, that it is desirable to settle the lawsuit upon the terms and conditions described in this Notice because it will (1) fully resolve all claims raised in the lawsuit, (2) avoid the expense, burden and uncertainties of continued litigation, trial or appeal, and (3) promote customer satisfaction with GM and Chevrolet vehicles.

BENEFITS AVAILABLE TO CLASS MEMBERS

If the Court approves the Settlement, Class Members will be able to make claims for multiple settlement benefits as described in paragraphs 1, 2, 3 and 4, below, and will receive all benefits for which they are eligible. This includes benefits for multiple, unreimbursed repair expenses. Unreimbursed repair expenses do not include expenses covered, paid for or reimbursed under any extended warranty, GMPP or other service contract. GM may reduce the amount to be reimbursed to a Class Member by the amount, if any, previously paid by GM or any affiliate of GM for the same expense.

If the Court Approves the Settlement, you will be mailed a Claim Form and instructions that explain (1) how to make a claim for settlement benefits, and (2) the deadline for submitting a timely claim.

The settlement benefits available to Class Members include:

1. Reimbursement of Purchase Price of GMPPs Purchased by Certain Class Members:

Class Members who purchased GMPPs for Class Vehicles will be eligible for reimbursement subject to the provisions of paragraphs (a) or (b) below, if they timely return a signed and completed Claim Form and required documentation, if any, as further described below.

[continued on next page]

Please do not contact the Court regarding this Notice.

(a) Class Members Who Purchased a GMPP Within 90 Days of Retail Delivery GM will reimburse each Class Member in this group for the full purchase price of the GMPP paid by the Class Member if the Class Member supplies appropriate documentation showing that his or her Silverado has or had Start Noise

(b) Class Members Who Purchased a GMPP After 90 Days of Retail Delivery GM will reimburse each Class Member in this group for the purchase price of the GMPP paid for by the Class Member if the Class Member states under penalty of perjury that his or her Silverado has or had Start Noise

2. Customer-Paid Start Noise Repair Expense Reimbursement

For each Class Member who during the Applicable Warranty Period (defined below) paid for a repair to address concerns about Start Noise for which the Class Member was not fully reimbursed, GM upon receipt of (i) a signed and completed Claim Form stating under penalty of perjury that he or she sought the repair to address a concern about Start Noise and (ii) appropriate documentation of the repair and repair expense (such as a dealer or third-party repair order) will reimburse the Class Member for the repair expense

Only for purposes of eligibility for this settlement benefit, "Applicable Warranty Period" shall mean the GM Limited New Vehicle Warranty (3 years or 36,000 miles, whichever comes first) except that for those Class Members who purchased a GMPP, the time and mileage limitations for reimbursement of repair expenses under this paragraph shall be those set forth in the Class Member's GMPP (for example, 4 years or 50,000 miles, whichever comes first)

3. Constant Noise Evaluation

For each Class Member who completes and returns a Claim Form which includes the Class Member's sworn statement that prior to the expiration of his or her GM New Vehicle Limited Warranty he or she made inquiry of or expressed concerns to an authorized GM dealer or GM about Constant Noise (i.e., piston or piston pin noise that is not Start Noise), GM

will, upon presentation of the Class Vehicle to an authorized Chevrolet dealer, provide a current noise evaluation of the Class Vehicle. If the current noise evaluation confirms that the Class Vehicle has Constant Noise, GM will offer at the Class Member's option repairs to address, remedy or eliminate Constant Noise ("Constant Noise Repairs"), including where appropriate replacement of piston assemblies or other appropriate components. Any Constant Noise Repair offer that is accepted by the Class Member pursuant to this paragraph will be performed at no cost to the Class Member

4. Partial Reimbursement for Certain Other Repairs

For each Class Member who completes and returns a Claim Form which includes the Class Member's statement under penalty of perjury that he or she made inquiry of or expressed concerns to an authorized GM dealer or GM about Start Noise prior to expiration of the GM Limited New Vehicle Warranty (3 years or 36,000 miles after retail sale or lease, whichever came first) and that he or she incurred expenses for any of the engine repairs described below within 6 years or 100,000 miles of retail delivery, whichever came first, GM will reimburse the Class Member for 75 percent (75%) of the repair expense shown on appropriate written documentation such as a repair order

The engine repairs eligible for this reimbursement are limited to repairs of the following engine components: Cylinder block, heads, crankshaft and bearings, crankshaft seals - front and rear, camshaft and bearings, connecting rods and pistons, valve train (including valve seals, valve covers and internal parts), timing gears, timing chain/belt and cover, oil pump, oil pump housing, oil pan, all engine seals and gaskets, lubricated internal engine parts, water pump, intake and exhaust manifolds, flywheel, harmonic balancer, and engine mounts

[continued on next page]

CLAIMS PROCEDURES UPON SETTLEMENT APPROVAL

If the Court Approves the Settlement, you will be mailed a Claim Form and instructions that explain (1) how to make a claim for settlement benefits, and (2) the deadline for submitting a timely claim

Additional details about the claims resolution process appear in the Stipulation for Settlement filed in this action

To review an electronic copy of the Stipulation for Settlement, go to www.girardgibbs.com/silverado

ATTORNEYS' FEES AND EXPENSES AND INCENTIVE AWARD TO PLAINTIFF

In November 2006, the Los Angeles Superior Court appointed the following lawyers as Class Counsel to represent the Class in this litigation

GIRARD GIBBS LLP
601 California Street, Suite 1400
San Francisco, CA 94108
www.girardgibbs.com

As part of the Settlement, and subject to Court approval, GM will pay up to \$7,500 in an incentive award to Plaintiff Jason Anderson in recognition of his initiative and effort pursuing the matter on behalf of other California owners and lessees of Class Vehicles. In addition, subject to Court approval, GM will pay a separate sum not to exceed \$1,950,000 in attorneys' fees of Class Counsel. GM will also reimburse Class Counsel for documented case costs and litigation expenses not to exceed \$215,000. These amounts do not reduce the relief available to Class Members and are in addition to and separate from the other benefits available to Class Members under the Settlement.

COSTS OF SETTLEMENT ADMINISTRATION

GM will pay the cost of notice and of the claims administration associated with the Settlement

DISMISSAL AND RELEASE OF CLAIMS

If the proposed Settlement is approved by the Court, then all legal claims that were asserted on behalf of Class Members in this Action will be dismissed with prejudice as to all Class Members, and all legal claims that may have been asserted in the litigation will be released. This means that Class Members will be forever barred from bringing, continuing, or being part of any other lawsuit against GM for these claims.

If the Court does not approve the proposed Settlement, the Settlement Agreement between GM and Plaintiff Jason Anderson on behalf of the certified class in the *Anderson v. General Motors Corp* litigation will terminate and shall be null and void, and this lawsuit will remain before the Court for trial or ultimate disposition.

FAIRNESS HEARING, DATE AND LOCATION:

The Court will hold a Fairness Hearing to consider and then decide whether to approve the proposed Settlement, and determine whether to approve the proposed award of Attorneys' Fees and Expenses to Class Counsel and the proposed Incentive Award to Plaintiff. The hearing is scheduled for March 5, 2009, at 1:45 p.m., in Dept. 322 of the Los Angeles County Superior Court, Central Civil West Courthouse, 600 S Commonwealth Avenue, Los Angeles, California before the Hon. Peter D. Lichtman.

PRELIMINARY INJUNCTION PENDING FAIRNESS HEARING

Pending the Fairness Hearing, all Class Members are preliminarily enjoined and barred (i) from filing or commencing any lawsuit based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, alleged in this Action and/or the Released Claims, and (ii) from filing or commencing any other lawsuit as a class action on behalf of Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, alleged in this Action and/or the Released Claims.

[continued on next page]

YOUR RIGHTS AND OPTIONS:

If you fall within the Class definition, you have the following options

- 1 **PARTICIPATE IN THE SETTLEMENT.** If you agree with the proposed Settlement, you need not do anything until after the Court decides whether to approve the Settlement. Thereafter, you will receive a Claim Form and instructions for submitting a claim for settlement benefits.
- 2 **COMMENT ON THE SETTLEMENT.** You may write to the Court or Class Counsel to express your support for or opposition to the Settlement. In order to object to the Settlement, however, you must follow the procedures in paragraph 3 immediately below.
- 3 **OBJECT TO THE SETTLEMENT.** If you wish to object to the Settlement or Class Counsel's request for attorneys' fees, expenses and an incentive award for Plaintiff Jason Anderson, you must submit your objection in writing. On the first page of your written objection, you must include a prominent reference to *In Re GM Cases (Anderson v General Motors Corp)*, JCCP No. 4396. Your objections must include: (a) your full name, address and telephone number, (b) the year, model and vehicle identification number of your 1999-2003 Chevrolet Silverado, (c) a statement of each objection, if any, (d) a written brief detailing the specific reasons for each objection including the legal or factual support you wish to bring to the Court's attention and any evidence you wish to submit to the Court in support of your objection(s), and (e) your signature. If you wish to speak at the Fairness Hearing (described above), you also must state in your objections or comments that you intend to appear and speak at the hearing. If you do not include this statement, you will not be entitled to speak at the hearing.

Objecting Class Members who intend to testify in support of the objection either in person or by affidavit or declaration must also make themselves available for deposition by Class Counsel or by GM's counsel in their county of residence, between the time the objection is filed and at least seven (7) days before the date of the Fairness Hearing.

If you intend to appear at the Fairness Hearing through counsel, your written objection(s) must also state the following: (i) the identity of all attorneys representing the objector who will appear

at the Fairness Hearing, (ii) the identity and number of Class Members represented by the objector's counsel, (iii) the number of such represented Class Members who have opted out of the Class and the Settlement, (iv) the number of such represented Class Members who have remained in the Settlement and have not objected, (v) the date the objector's counsel assumed representation for the objector, and (vi) a list of the names of all cases where the objector's counsel has objected to a class action settlement in the last three years. To appeal from any provision of the Court's order approving the Settlement as fair, reasonable and adequate, the award of an incentive payment to Jason Anderson, or the attorneys' fees or documented expenses awarded to Class Counsel, the objector must appear at the Fairness Hearing in person, or through counsel, or seek leave of Court excusing such appearance prior to the Fairness Hearing, or as otherwise may be permitted by the Court at the Fairness Hearing. In addition, the objector must demonstrate compliance with this paragraph to show that he or she is a member of the Class.

Class Members, or their attorneys, intending to make an appearance at the Fairness Hearing must deliver to Class Counsel and GM's counsel, and have file-stamped by the Court, no later than February 2, 2009, a Notice of Intent to Appear. The Notice of Intent to Appear must: (i) state how much time the Class Member and/or their attorney anticipates needing to present the objection, (ii) identify, by name, address and telephone number and detailed summary of testimony, any witnesses the Class Member intends to present any testimony from, and (iii) identify all exhibits the Class Member and/or their attorney intends to offer in support of the objection and attach complete copies of all such exhibits.

If you do not raise your objections according to this procedure, you will waive all objections and have no right to appeal if the Settlement is approved. You may, but need not, enter an appearance in the lawsuit and object through your own legal counsel. If you do, you will be responsible for your own attorneys' fees and costs.

[continued on next page]

OBJECTION/COMMENT DEADLINE:

You must mail or deliver your comments or objections, and your Notice of Intent to Appear if you wish to attend the Fairness Hearing, to the Clerk of the Court, with copies to Plaintiffs' Class Counsel and GM's counsel, for receipt no later than February 2, 2009, at the following addresses

Clerk of the Court

Superior Court, County of Los Angeles
Central Civil West Courthouse
Department 322
600 S Commonwealth Avenue
Los Angeles, California 90005

Class Counsel

Elizabeth C Pritzker
Girard Gibbs LLP
801 California Street, 4th Floor
San Francisco, California 94108

Counsel for General Motors Corporation

Gregory R Oxford
Isaacs Clouse Crose & Oxford LLP
21515 Hawthorne Boulevard, Suite 950
Torrance, California 90503

ADDITIONAL INFORMATION

You may wish to keep this Notice for future reference. If the Settlement is approved, this Notice may be helpful in filling out your Claim Form for settlement payments or other benefits.

For more information about the Settlement, or a copy of this Notice in Spanish, call 1-866-981-4800, or visit www.girardgibbs.com/silverado. You also can direct any inquires to Class Counsel at the address listed above or by sending an email to silveradosettlement@girardgibbs.com

INFORMACIÓN ADICIONAL

Usted puede desear guardar este aviso para la referencia futura. Si el establecimiento es aprobado, este aviso puede ser provechoso en rellenar su impreso de demanda para los pagos del establecimiento u otras ventajas.

Para mas informacion o una copia de este aviso en español, llama 1-866-981-4800 o lo visita www.girardgibbs.com/silverado. Usted puede tambien dirigir cualesquiera investiga para clasificar consejo en la dirección enumerada sobre o enviando un email a silveradosettlement@girardgibbs.com

DATED. DECEMBER 18, 2008

BY ORDER OF THE SUPERIOR COURT OF THE
STATE OF CALIFORNIA FOR THE COUNTY OF
LOS ANGELES

EXHIBIT F

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21 Tel: (313) 665-7386; Fax: (313) 665-7376

22 SUPERIOR COURT OF THE STATE OF CALIFORNIA
23 COUNTY OF LOS ANGELES
24 CENTRAL CIVIL WEST COURTHOUSE

25 Coordination Proceeding Special Title
26 (Rule 1550(e))

27 GENERAL MOTORS CASES

28 This Document Relates to.
29 JASON ANDERSON, on behalf of himself
30 and all others similarly situated,
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32 Plaintiff,
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34 v.
35
36 GENERAL MOTORS CORPORATION,
37
38 Defendant

~~ORIGINAL FILED~~
~~FEB 27 2009~~
~~LOS ANGELES~~
~~SUPERIOR COURT~~

RECEIVED
FEB 27 2009
Dept. 322

ORIGINAL FILED
MAR 05 2009
LOS ANGELES
SUPERIOR COURT

Judicial Council Proceeding No 4396
Orange County Superior Court No
04CC00554.

CERTIFIED CLASS ACTION
The Honorable Peter D. Lichtman
FINAL JUDGMENT

1 This matter having come before the Court on the application of Representative Plaintiff Jason
2 Anderson, individually and as a representative of a class of similarly situated persons (collectively,
3 "Plaintiffs"), and General Motors Corporation ("GM") for approval of the Settlement set forth in the
4 Stipulation of Settlement and the exhibits thereto (collectively the "Agreement"), and the Court having
5 considered all papers filed, all evidence submitted and proceedings had herein and otherwise being
6 fully informed;

7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

8 1 The Court has jurisdiction over the subject matter of this litigation, and over all parties
9 to the litigation, including all members of the following Class defined in the Court's previous order
10 granting class certification: "All California owners and lessees of 1999-2003 model year Chevrolet
11 Silverados equipped with a 4.8 liter (LR4), 5.3 liter (LM7), 6.0 liter (LQ4, L59) or 8.1 liter (L18)
12 engines who (1) Have an engine "knock, ping or slap" noise in their vehicles; and (2) Were not given
13 notice of the condition giving rise to or the terms and conditions of GM's Engine Knock Noise
14 Adjustment Program." For purposes of this Settlement and the Final Judgment, "engine knock, ping or
15 slap noise" has the same meaning as "Start Noise" (i.e., piston or piston pin noise that occurs at initial
16 start up and disappears shortly after the engine warms up) or "Constant Noise" (i.e., piston or piston
17 pin noise that is not Start Noise), as those terms are defined in the Agreement. Excluded from the
18 Class are those California owners and lessees of 1999-2003 model year Chevrolet Silverados who
19 timely requested to be excluded from the Class on or prior to August 15, 2007. Subrogees, assignees
20 and other third parties are not Class Members, are not eligible to receive any benefits under this
21 Settlement and are not subject to any releases executed by or on behalf of the Representative Plaintiff
22 or Class Members.

23 2 Pursuant to Section 382 of the Code of Civil Procedure, the Court hereby finds that the
24 members of the proposed Class are so numerous that joinder of all members is impracticable, that there
25 are questions of law and fact common to the Class, that the claims of the named plaintiff are typical of
26 the claims of Class and that Representative Plaintiff, Jason Anderson, and the law firm of Girard Gibbs
27 LLP, as Class Counsel, have fairly and adequately represented the Class and will continue to do so
28 The Court further finds that questions of fact common to the Class predominate over factual questions

1 affecting only individual members and that a class action is superior to other available methods for the
2 fair and efficient adjudication of the controversy. Accordingly, the Court reaffirms its prior
3 certification of the Class as defined in paragraph 1 above and hereby finds that, for settlement
4 purposes, and for purposes of the Agreement and the Settlement, the Action and the above-defined
5 Class meet the requirements for the bringing and maintenance of a class action set forth in section 382
6 of the Code of Civil Procedure.

7 3 The Court hereby finds that: (a) the Settlement memorialized in the Agreement has been
8 entered into in good faith and was concluded shortly before trial after Class Counsel and GM had
9 conducted extensive discovery, investigation and legal research concerning the issues raised by
10 Plaintiff's claims; (b) the Settlement evidenced by the Agreement is fair, reasonable and adequate as to,
11 and in the best interests of, the Class Members; (c) the Settlement delivers benefits to the Class in a
12 reasonably timely manner while resolving complex issues that would require expensive and long-
13 lasting litigation; (d) the Agreement was the result of extensive arms' length negotiations among highly
14 experienced counsel, with full knowledge of the risks inherent in this litigation and under the
15 supervision of Los Angeles Superior Court Judge Carl J. West, an experienced settlement judge; (e)
16 there is no evidence of collusion or fraud in connection with the Settlement; (f) the investigation and
17 discovery conducted to date suffices to enable the parties and the Court to make an informed decision
18 as to the fairness and adequacy of the Settlement; (g) the case raised complex and vigorously contested
19 issues of law and fact that would result in complex, expensive, and lengthy litigation; (h) Plaintiff faced
20 significant risks in establishing liability and damages; and (i) the release is tailored to address the
21 allegations in the case.

22 4. The Court hereby finds that the Agreement and Settlement are, in all respects, fair,
23 reasonable, and adequate, and in the best interests of the Class. The Court grants final approval of the
24 Agreement and Settlement, and directs the Parties to perform the terms of the Agreement.

25 5 Upon the Effective Date set forth in the Agreement, the Representative Plaintiff and the
26 Class Members, by operation of this Judgment, shall have hereby released, waived and discharged any
27 and all claims, demands, causes of action or liabilities, including but not limited to those for alleged
28 violations of any state or federal statutes, rules or regulations, and all common law claims, including

1 Unknown Claims as defined in the Agreement, based on or in any way related to the factual allegations
2 and legal claims that were made in the Action, including any claim that any repair should have been
3 paid for, reimbursed or provided to Class Members pursuant to the Motor Vehicle Warranty
4 Adjustment Programs law, Civ. Code § 1795.90 *et seq.* Upon the Effective Date set forth in the
5 Agreement, the Representative Plaintiff and Class Members, by operation of this Judgment, also shall
6 have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights
7 and benefits of Section 1542 of the California Civil Code, and of any similar law of any other state,
8 which provides: "a general release does not extend to claims which the creditor does not know or
9 suspect to exist in his or her favor at the time of executing the release, which if known by him or her
10 must have materially affected his or her settlement with the debtor." Claims for personal injury or
11 claims based on or related to engine noise conditions in Class Vehicles other than Start Noise or
12 Constant Noise are not released, waived or discharged by this Judgment. Consistent with the express
13 terms of the Agreement, subrogation claims are not being released as part of this Judgment

14 6. Upon the Effective Date, GM shall be deemed to have released, waived and discharged
15 any and all claims or causes of action, known or unknown, against the Representative Plaintiff or Class
16 Counsel based on or in any way related to any of the allegations, acts, omissions, transactions, events
17 or other matters alleged, claimed or at issue in the Action, provided that this release shall not extend to
18 any claim for breach of the Agreement or violation of this Final Judgment.

19 7. The Court hereby orders and declares (a) the Agreement is approved by the Court and
20 shall be binding on all Class Members, and (b) the Agreement as approved by this final judgment is
21 and shall be binding and preclusive in all pending and future lawsuits or other proceedings whether in
22 state or federal court. Each and every term and condition of the Agreement as a whole (including its
23 attached exhibits) is approved as proposed and is to be effective, implemented, and enforced as
24 provided in the Agreement.

25 8. The Court finds that the Class Action Settlement Notice and methodology implemented
26 pursuant to this Court's Preliminary Approval Order provided the best notice practicable under the
27 circumstances. The Court further finds that the Class Action Settlement Notice advised each member
28 of the Class, in plain easily understood language (a) the nature of the suit; (b) the definition of the

1 Class certified, (c) the class claims, issues, and defenses; (d) the nature of the settlement benefits
2 available to Class Members under the Settlement, (e) the procedures available to Class Members to
3 claim settlement benefits and for adjudicating disputes relating to eligibility or disbursement of
4 settlement benefits; (f) that a Class Member could enter an appearance through counsel if desired, and
5 (g) that the judgment incorporating the Settlement will fully release GM, dismiss this lawsuit with
6 prejudice, and include and bind all members of the Class who did not timely request exclusion. The
7 Court finds that the Class Action Settlement Notice and methodology fully complied with all
8 applicable legal requirements, including the Due Process Clauses of the Constitutions of the United
9 States and the State of California and the California Code of Civil Procedure and Rules of Court.

10 9. The Court finds that Class Counsel and the Representative Plaintiff adequately
11 represented the Class for purposes of entering into and implementing the Agreement.

12 10 All Class Members are, from this day forward, hereby permanently barred and enjoined
13 from:

14 (a) filing or commencing any lawsuit in any jurisdiction based on or relating to: (i) the
15 claims and causes of action asserted in this Action; (ii) the facts and circumstances relating to this
16 Action; or (iii) the Released Claims, or

17 (b) organizing Class Members, or soliciting the participation of Class Members, in a
18 separate class for purposes of pursuing as a purported class action any other lawsuit (including by
19 seeking to amend a pending complaint to include class allegations, or seeking class certification in a
20 pending action in any jurisdiction) based on or relating to: (i) the claims and causes of action asserted
21 in this Action, (ii) the facts and circumstances relating to this Action, or (iii) the Released Claims.

22 11. Representative Plaintiff is awarded an Incentive Award in the total sum of \$ 7,500.
23 Class Counsel are hereby awarded the total sum of \$ 1,950,000 in Attorneys' Fees, and the total sum of
24 \$ 212,500 in Documented Costs and Expenses. Defendant shall pay the Incentive Award, Attorneys'
25 Fees and Documented Costs and Expenses in accordance with the Agreement. GM shall have no
26 responsibility for and no liability with respect to the allocation of Attorneys' Fees to Class Counsel or
27 any other person who may assert some claim thereto.

28 12 The terms of the Agreement as approved by this final judgment shall be forever binding

1 on, and shall have *res judicata* effect and preclusive effect in, all pending and future lawsuits or other
2 proceedings that may be maintained by or on behalf of the Representative Plaintiff or any Class
3 Members, as well as their collective heirs, executors, administrators, successors and assigns, relating to
4 the Action and/or the Released Claims (as defined in the Agreement).

5 13. Neither this Final Judgment nor the Agreement (nor any document referred to herein or
6 any action taken to carry out this Final Judgment) is, may be construed as, or may be used as an
7 admission by GM of the validity of any claim, of actual or potential fault, wrongdoing or liability
8 whatsoever. Entering into or carrying out the Agreement and any negotiations or proceedings relating
9 to the Settlement shall not in any event be construed as, or deemed to be evidence of, an admission or
10 concession of GM and shall not be offered or received into evidence in any action or proceeding
11 against any party hereto in any court, judicial, administrative, regulatory hearing, arbitration, or other
12 tribunal or proceeding for any purpose whatsoever, except in a proceeding to enforce the Agreement.
13 This Final Judgment and the Agreement it approves (including exhibits thereto) may, however, be filed
14 in any action against or by GM to support its defense of *res judicata*, collateral estoppel, release, good
15 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
16 similar defense or counterclaim, as set forth in paragraph 12 of this Final Judgment.

17 14 Representative Plaintiff's First Amended Complaint and this entire Action, including all
18 individual claims and Class claims asserted or that could have been asserted herein, is hereby
19 DISMISSED WITH PREJUDICE, without fees, costs, or expenses to any party except as otherwise
20 provided herein.

21 15. Without affecting the finality of this Final Judgment in any way, this Court hereby
22 retains continuing jurisdiction over (a) implementation of the Settlement; (b) payment of Class
23 Members' claims under the Settlement; (c) further proceedings, if necessary, on Plaintiff's and Class
24 Counsel's applications for Attorneys' Fees, Documented Costs and Expenses, or Incentive Awards
25 previously filed herein; and (d) the Parties for purposes of construing, enforcing, or administering the
26 Agreement. If any Party fails to fulfill its obligations completely, the Court retains the power to issue
27 such orders to enforce this Judgment and the Settlement as it deems appropriate after noticed hearing.

28 16. If the Settlement does not become effective in accordance with the terms of the

1 Agreement, then this Final Judgment shall be rendered null and void to the extent provided by and in
2 accordance with the Agreement and shall be vacated and, in such event, all orders entered and releases
3 delivered in connection herewith shall be null and void to the extent provided by and in accordance
4 with the Agreement.

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IT IS SO ORDERED.

Dated: 3/5/09

PETER D. LICHTMAN

THE HONORABLE PETER D. LICHTMAN

EXHIBIT G

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**STIPULATION AND ORDER BETWEEN THE DEBTORS AND THE HOLDERS
OF UNLIQUIDATED DEX-COOL AND ANDERSON CLAIMS TO ALLOW CLASS
PROOFS OF CLAIM FOR DEX-COOL AND ANDERSON CLASS CLAIMANTS**

Motors Liquidation Company (f/k/a General Motors Corporation) (“MLC”) and certain of its subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors” or “MLC”), and the holders of Unliquidated Dex-Cool Claims (as defined below), and the holders of Unliquidated Anderson Claims (as defined below), by and through their respective undersigned counsel, hereby enter into this Stipulation and Agreed Order (this “Stipulation”) and stipulate as follows:

RECITALS

A. On June 1, 2009 (the “Commencement Date”), the Debtors commenced with this Court voluntary cases (the “Chapter 11 Cases”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed. On or about June 3, 2009, an Official Committee of Unsecured Creditors (the “Committee”) was appointed in the Chapter 11 Cases. The Chapter 11 Cases are being jointly administered pursuant to Rule

1015(b) of the Bankruptcy Rules.

B. On September 16, 2009, the Court entered an order (the “**Bar Date Order**”) establishing November 30, 2009 at 5:00 p.m. (Eastern Time) (the “**General Bar Date**”) as the deadline for each person or entity (including without limitation, each individual, partnership, joint venture, corporation, estate, or trust) to file a proof of claim (a “**Proof of Claim**”) against any Debtor to assert any claim (as defined in section 101(5) of the Bankruptcy Code) (a “**Claim**”) that arose prior to the Commencement Date.

C. On April 29, 2003 certain consumers filed class actions against MLC in the 16th Judicial Circuit Court (Jackson County) of the State of Missouri (the “**Gutzler Class Action**”) and in the Superior Court of the State of California for the County of Alameda (the “**Sadowski Class Action**”) and together with the Gutzler Class Action, the “**Dex-Cool Class Actions**”). In both the Gutzler Class Action and the Sadowski Class Action, the parties entered into a settlement agreement approved by each court (collectively, the “**Dex-Cool Settlement Agreement**”). Prior to the Commencement Date, the administration of the Dex-Cool Settlement Agreement had been substantially completed. However, certain claims in connection with the Dex-Cool Class Actions had not yet been liquidated pursuant to the terms of the Dex-Cool Settlement Agreement (the “**Unliquidated Dex-Cool Claims**”).

D. On May 18, 2004 certain consumers filed a class action against MLC in the Superior Court of the State of California for the County of Los Angeles, Central Civil West Courthouse (the “**Anderson Class Action**”). In the Anderson Class Action, the parties entered into a settlement agreement approved by the court (the “**Anderson Settlement Agreement**”). Prior to the Commencement Date, the administration of the Anderson Settlement Agreement had been initiated. However, certain claims in connection with the Anderson Class Action had not

yet been liquidated pursuant to the terms of the Anderson Settlement Agreement (the “Unliquidated Anderson Claims”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Stipulation, it is agreed as follows:

AGREEMENT

1. On behalf of the holders of Unliquidated Dex-Cool Claims, undersigned class counsel may file a Class Proof of Claim aggregating the holders’ respective claims against Debtors, and the Debtors agree that the undersigned class counsel has authority under Fed. R. Bankr. P. 3001 and the Bankruptcy Code to execute and file such claim on behalf of the holders of the Unliquidated Dex-Cool Claims.
2. On behalf of the holders of Unliquidated Anderson Claims, undersigned class counsel may file a Class Proof of Claim aggregating the holders’ respective claims against Debtors and the Debtors agrees that undersigned class counsel has authority under Fed. R. Bankr. P. 3001 and the Bankruptcy Code to execute and file such claim on behalf of the holders of the Unliquidated Anderson Claims.
3. The undersigned class counsel, by filing the Class Proofs of Claim in respect of the Unliquidated Dex-Cool Claims and the Unliquidated Anderson Claims, consents to and hereby is deemed to be the claimant for the purpose of receiving notices and distributions, if any, except as otherwise provided in a confirmation order related to a chapter 11 plan filed in the Chapter 11 Cases, and may (but shall not be required to) respond to any objections interposed as to any claims asserted in each applicable Class Proof of Claim. Notice to the undersigned class counsel shall be, and shall be deemed to be, sufficient notice to all class members in the Dex-Cool Class Action and the Anderson Class Action.

4. The Debtors' agreement herein to permit the filing by the undersigned class counsel of each Class Proof of Claim is intended solely for the purpose of administrative convenience and neither this Stipulation and Order nor the filing of any Class Proof of Claim shall in any way prejudice the right of any Debtor or any other party in interest to object to the allowance of any Class Proof of Claim.

5. This Court shall retain jurisdiction to resolve any disputes or controversies arising from or relating to this Stipulation and Order and to the filing of the Class Proofs of Claim pursuant to this Stipulation.

6. This Stipulation is subject to the approval of this Court and shall become effective upon the entry of an order by the Court approving this Stipulation. If this Stipulation is not approved by the Court, then this Stipulation shall be deemed null and void, and shall not be referred to or used for any purpose by any of the parties hereto (the "Parties") in either the Chapter 11 Cases or in any other forum.

7. This Stipulation sets forth the entire understanding of the Parties with respect to the matters addressed herein and is intended to be the complete and exclusive statement of the terms thereof and may not be modified or amended except by a writing signed by the Parties and/or their counsel, which shall be so-ordered by the Court. Accordingly, the Parties have independently verified all facts and/or conditions of facts that they have determined are necessary to their decision to enter into this Stipulation, and they have not relied upon any representations, written or oral, express or implied, of any other person in verifying and satisfying themselves as to such facts and/or condition of facts.

8. The Parties represent and warrant to each other that the signatories to this Stipulation have full power and authority to enter into this Stipulation.

9. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of signed counterparts of this Stipulation by facsimile transmission or as PDF attachment to an email message shall have the same effect as the manual delivery of an original signed counterpart of this Stipulation, and all signatures on such counterpart will be deemed to be as valid as an original signature whether or not a Party delivers manually an original signed counterpart of this Stipulation, although it is the Parties' intention to deliver an original signed counterpart after any facsimile or email delivery.

DATED: November __, 2009

Respectfully submitted,

GIRARD GIBBS LLP

POLSINELLI SHUGHART P.C.

By: /s/ A. J. de Bartolomeo
A. J. De Bartolomeo

By: P. John Brady
P. John Brady

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Court-Appointed Class Counsel in Dex-Cool

*Court-Appointed Class Counsel in Dex-Cool
Class Action and Anderson*

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*Attorneys for the Debtors and Debtors in
Possession*

ORDER APPROVING STIPULATION

Based on the foregoing stipulation of the parties, the Court finding that good cause exists to approve the Stipulation as an order of the Court, that adequate notice of the Stipulation has been provided, and that no further notice is required,

IT IS HEREBY ORDERED that the foregoing stipulation is approved and incorporated by reference and made a part of this Order.

IT IS FURTHER ORDERED that this Court will retain jurisdiction to adjudicate any disputes arising in connection with this Order.

Date: December 1, 2009
New York, New York

s/ Robert E. Gerber
UNITED STATES BANKRUPTCY JUDGE