

Hearing Date and Time: March 29, 2011 (9:30 a.m.)
 Objection Deadline: Unknown

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 March 16, 2011

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 83rd Omnibus Objection Respondent #62124

UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK

_____	X	
	:	
In Re	:	Chapter 11 Case
	:	
MOTORS LIQUIDATION COMPANY, et al.,	:	09-50026 (REG)
f/k/a General Motors Corp., et al.	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
_____	X	

**FIRST RESTATED
 CALVIN PURNELL RESPONSE AND OBJECTIONS
 TO DEBTORS' EIGHTY-THIRD OMNIBUS OBJECTION TO CLAIMS**

Calvin H. Purnell, through his undersigned attorney, states the following response and objections to the August 20, 2010 Debtors' 83rd Omnibus Objection to Claims.

SUMMARY

Mr. Purnell began working at **OLD GM** on January 22, 1968 as a skilled trades employee. In 1973 he became a salaried employee for its better benefits and retirement. On March 22,

1998, upon attaining 30 years employment, his health and lifetime salary-rate life insurance retirement benefits fully vested.

Mr. Purnell retired from the **Old GM** on July 1, 2001 contracting for retirement benefits and lifetime salary-rate GM paid life insurance. The record of this bankruptcy case includes **Old GM** correspondence which states the post-retirement salary-rate life insurance **"will remain in effect for the rest of your life and is provided by General Motors at no cost to you."**¹ Exhibit 1. No repudiation clause exists in the retirement offer agreement which negates this promise. The Debtors' nevertheless contend irregularly published modification and termination clauses in 2006-2010 documents render such lifetime representations void. Exhibits 2(A)-(E). Mr. Purnell argues the Old GM failed to reserve the right to modify or terminate in its later "Your GM Benefits" brochures in effect from 1974 to 1985:

"In addition, when General Motors did reserve its rights, this reservation was less than clear... The issue of the reasonableness of the general retirees' reliance should have been remanded to the district court. The reliance of those who retired from 1974 to 1985 appears eminently justified."

Mr. Purnell also asserts vested rights², estoppel³, improper class certification and breach of fiduciary duties. Mr. Purnell also believes age discrimination has occurred.

¹ See the David W. Turner Response and Objection to the Debtor's 182nd Omnibus Objection to Claims as filed with this Court on January 26, 2011, Claim No. 27065, and its attached copy of a GM National Retiree Servicing Center letter dated December 4, 1995. Exhibit 1. And, see also, the Joseph C. Singer response and objection to the same 182nd Omnibus Objection, Claim No. 29999, and its letter attachments.

² Upon completion of thirty years employment, Mr. Purnell's retirement benefits and insurance fully vested on March 22, 1998.

³ The lack of a repudiation clause which specifically invalidates the GM lifetime promises letters ("**will remain in effect for the rest of your life and is provided by General Motors at no cost to you**", Exhibit 1) and the "*Confirmation of Benefit Elections*" which irregularly include

11 USC 1114(e) states that Debtors "shall timely pay and shall not modify any retiree benefits during the 180-day period ending on the date of the filing of the petition." When Mr. Purnell became 65 on February 20, 2009, the Debtors modified his benefits by terminating his lifetime health insurance and by also reducing the amount of his GM paid life insurance from the amount of his salary to \$10,000⁴. Moreover, the **Old GM** did this modification without ever seeking to confer with Mr. Purnell "in good faith in attempting to reach mutually satisfactory modifications of such retiree benefits" as required by 11 USC 1114(f)(2). Less than 180 days after Mr. Purnell's 65th birthday and this benefit modification, on June 1, 2009 **Old GM** filed this Chapter 11 bankruptcy proceeding. Here, Mr. Purnell seeks to restore his retirement benefits and his lifetime GM paid salary-rate life insurance as permitted by 11 USC 1114.

First Affirmative Defense
ILLUSORY DETERMINATION

Contrary to the Debtors' assertions in Section (i) of Paragraph 2 and other places in their motion, the **New GM** does not recognize or pay all or any portion of the past, present or future lifetime health and life insurance retirement benefits of Calvin H. Purnell and his wife.

(and sometimes do not include) a modification/termination clause [Exhibits 1(A)-(E)] found the estoppel claim.

⁴ Mr. Purnell acknowledges co-pay responsibility, typically @\$121 for the health insurance, @\$18.00 for the dental and @\$6.00 for the vision.

Second Affirmative Defense
ALL BENEFITS VESTED PRE-BANKRUPTCY

All health and insurance retirement rights due to Mr. Purnell and his wife were fully vested on his 30th employment anniversary in 1998 before his employment ended on July 1, 2001 and before June 1, 2009 when the Debtors filed their instant Chapter 11 bankruptcy proceeding. Mr. Purnell thus cannot be defined as a person with "alleged rights which were in reality unvested (or) are otherwise not the responsibility of the Debtors as purportedly "determined" and asserted by the Debtors in Section (ii) of Paragraph 2.

Third Affirmative Defense
A PROHIBITED MODIFICATION/TERMINATION HAS OCCURRED

The 11 USC 1114(e) requirement that the Debtors "shall timely pay and shall not modify any retiree benefits" bars any modification of retirement benefits "during the 180-day period ending on the date of the filing of the petition." 11 USC 1114(l). When Mr. Purnell became 65 on February 20, 2009, the Debtors modified his benefits by terminating his lifetime health insurance and by also reducing the amount of his GM paid life insurance from the amount of his salary to \$10,000. Less than 180 days later, on June 1, 2009, the Debtors filed this Chapter 11 bankruptcy proceeding. The Debtors' modification by termination of Mr. Purnell's lifetime health and insurance retirement benefits is thus contrary to statute and illegal.

Fourth Affirmative Defense
RIGHT TO PRE-MODIFICATION CONFERENCE DENIED

Moreover, before the Debtors unilaterally made these modifications, the Debtors and this retiree's authorized representative (which is this retiree because he is not a union member)

never "conferred in good faith in attempting to reach mutually satisfactory modifications of such retiree benefits" as required by 11 USC 1114(f)(2). This plain language of the statute must control as it existed before GM prepared the July 1, 2001 retirement offer agreement and has never been knowingly waived by this retiree.

Fifth Affirmative Defense
PARAGRAPH AVERMENTS

Mr. Purnell states the following responses and objections to the individual paragraph averments stated in the August 20, 2010 Debtors' 83rd Omnibus Objection to Claims.

Relief Requested⁵

1. Because Mr. Purnell cannot be defined as a person with "liabilities that have been assumed by General Motors, LLC ('**New GM**')" pursuant to the **Master Purchase Agreement** as asserted by the Debtor in Section (i) of Paragraph 2 and because he also cannot be defined as a person with "alleged rights which were in realty unvested (or) are otherwise not the responsibility of the Debtors as asserted by the Debtors in Section (ii) of Paragraph 2, the purportedly "determined" two alternating basis for the Eighty-Third Omnibus Objection to Claims do not apply to him.

2. Mr. Purnell denies accuracy of the Debtors' alleged "determination" that his claim should be disallowed and expunged for reason:

⁵ The Debtors' subtitles are inserted solely to facilitate reference and are not admissions of fact or conclusions of law.

A. Mr. Purnell cannot be defined as a person with "liabilities that have been assumed by General Motors, LLC ('**New GM**')" pursuant to the **Master Purchase Agreement** as asserted by the Debtor in Section (i) of Paragraph 2 because the **New GM** has refused since February 20, 2009 to recognize and/or pay any of his past, present and future lifetime health and insurance retirement benefits.

B. Mr. Purnell cannot be defined as a person with "alleged rights which were in realty unvested (or) are otherwise not the responsibility of the Debtors as asserted by the Debtors in Section (ii) of Paragraph 2 because his rights were fully vested on March 22, 1998, (i) before the July 1, 2001 termination/elimination of his job and (ii) before the June 1, 2009 filing of the Debtor's instant Chapter 11 proceeding.

Further responding to the allegations in Paragraph 2, the last sentence averments are false because **New GM** has refused since February 20, 2009 to recognize and/or pay any of Mr. Purnell's past, present and future lifetime health and insurance retirement benefits.

Jurisdiction

3. The allegations in Paragraph 3 are admitted.

Background

4. Mr. Purnell began his employment at General Motors on January 22, 1968 as a skilled trades employee. In 1973 he accepted a salaried position because of the better benefits and retirement. Upon completion of thirty years employment, his benefits and retirement fully vested on March 22, 1998.

In 2001 the original General Motors ("**Old GM**"), in one of a series of **Old GM** initiated group retirement programs targeted to the upper end of the pay scale and persons over 52 years of age, solicited Mr. Purnell to give up his job in exchange for the promise of negotiated lifetime health and insurance retirement benefits, to wit; lifetime health insurance for himself and his wife (plus retirement payments and salary-rate life insurance).

At the age of 57, Mr. Purnell accepted the offer. A retirement offer agreement was prepared by the **Old GM** and it was signed by both parties. Mr. Purnell was not involuntarily terminated and the salaried plan was neither amended nor terminated to provide him this lifetime benefit. The **New GM** did not exist at this point in time. Mr. Purnell retired from the **Old GM** on July 1, 2001.

The record of this bankruptcy case includes **Old GM** correspondence which states the post-retirement salary-rate life insurance "**will remain in effect for the rest of your life and is provided by General Motors at no cost to you.**"⁶ Exhibit 1. It cannot be stressed enough; no express repudiation of this written representation appears in either Mr. Purnell's retirement offer agreement or the annual written "*Confirmation of Benefit Elections*" published by the Old GM. Instead, the Debtors rely on irregularly written reservations of a general right to modify or terminate these benefits:

-In 2006, the modification/termination clause the Debtors rely upon appears in normal

⁶ See the David W. Turner Response and Objection to the Debtor's 182nd Omnibus Objection to Claims as filed with this Court on January 26, 2011, Claim No. 27065, and its attached copy of a GM National Retiree Servicing Center letter dated December 4, 1995. Exhibit 1. And, see also, the Joseph C. Singer response and objection to the same 182nd Omnibus Objection, Claim No. 29999, and its letter attachments.

type on page 6 in the 4 sentence 6th paragraph of the 2006 "*Confirmation of Benefit Elections*" published by the Old GM. See Exhibit 2(A);

"The information presented in this application⁷ briefly describes certain General Motors Salaried Health Care Program features, as well as other programs and benefits. It does not cover all the details about the Programs - which are found in plan documents that have the final word over any other oral or written statement. General Motors reserves the right to amend, modify, suspend, or terminate any of its benefit plans or programs at any time by the action of its Board of Directors⁸, or individual or committee expressly authorized by the Board to take such action. This application - and the benefits described within - do not imply any guarantees."

-In 2007, the modification/termination language appears in **bold face** type in a separate paragraph on page 4 of the "*Confirmation of Benefit Elections*" e-published by the Old GM and a second time at the top of page 6 in normal language. See Exhibit 2(B)(i). However, in another "*Confirmation of Benefit Elections*" mailed by the Old GM to its employees stating the 2007 benefits, no modification/termination clause exists. See Exhibit 2(B)(ii).

-In 2008, when the insurance benefit at issue here entirely disappears from the document, the same modification/termination language is stated on page 4 in a 4 sentence paragraph, in normal type. This is the year Mr. Purnell retired. See Exhibit 2(C).

-In 2009, the language appears twice. First, in a single **bold face** paragraph on page 3. Second, as part of the page 5 "Client Information" paragraph in normal type. See, Exhibit 2(D).

-In 2010, the language appears in normal type near the end of the document.

When Mr. Purnell became 65 on February 20, 2009, the Debtors modified his retirement benefits by terminating his health benefits and by also reducing the amount of his employer provided life insurance from the amount of his salary to \$10,000. The Debtors never

⁷ This document is entitled "*Confirmation of Benefit Elections*", not "application".

⁸ The David W. Turner objection, *supra*, challenges the lack of an express Board of Directors authorization which expressly sets aside all prior written lifetime life insurance representations.

sought to confer with him "in good faith in attempting to reach mutually satisfactory modifications" of such retirement benefits as required by 11 USC 1114(f)(2).

Then, almost 8 years later after he retired and less than 180 days after the February 20, 2009 benefit modification date, on June 1, 2009 (the "**Commencement Date**"), the **Old GM** filed this Chapter 11 proceeding. His health insurance benefit was gone. His lifetime GM paid salary-rate life insurance was gone, reduced to \$10,000. The Debtors' allegations in this regard in Paragraph 4 are admitted save for the fact that the **Old GM, MLC** and the **New GM** all have refused since February 20, 2009 to recognize or pay the lifetime health and insurance benefits which were negotiated to induce Mr. Purnell to voluntarily retire on July 1, 2001.

5. The allegations in Paragraph 5 are admitted.

6. The allegations in Paragraph 6 are admitted.

The Salaried and Executive Employee Welfare Benefits Claims.

7. The allegation in Paragraph 7 that the Salaried and Executive Employee Welfare Benefits Claimants such as Mr. Purnell assert claims arising out of either the reduction of elimination of Welfare Benefits prior to the Commencement is denied as being false and misleading because the Welfare Benefits at issue here include the promises made by the **Old GM** in the July 1, 2010 retirement offer agreement to provide Mr. Purnell and his wife:

- A. Lifetime health insurance, and
- B. Lifetime salary-rate life insurance.

**Accrued Benefits Claims
Have Been Assumed By New GM**

8. Contrary to the Debtor's multiple assertions in Section (i) of Paragraph 2, here in Paragraph 8 and here also in the title to this paragraph, and other places in this motion, the **New GM** has not recognized or paid since February 20, 2009 any portion of the past, present or future health and life insurance benefits of Calvin H. Purnell and his wife. The allegations in Paragraph 8 are therefore denied for reason they are incorrect conclusions of fact and law.

**Benefit Modification Claims Should Be Disallowed
As Debtors Had Right to Amend or Terminate Each Benefit Plan**

9. By the plain language of bankruptcy statute, the Debtors did not have the right to unilaterally modify Mr. Purnell's retirement benefits. The 11 USC 1114(e) requirement that the Debtors "shall timely pay and shall not modify any retiree benefits" bars any modification of retirement benefits "during the 180-day period ending on the date of the filing of the petition." 11 USC 1114(l). When Mr. Purnell became 65 on February 20, 2009, the Debtors modified his benefits by terminating his lifetime health insurance and by reducing the amount of his employer provided life insurance from the amount of his salary to \$10,000. Less than 180 days later, on June 1, 2009, the Debtors filed this Chapter 11 bankruptcy proceeding. The Debtors' modification of Mr. Purnell's lifetime health and insurance retirement benefits is thus contrary to bankruptcy statute and illegal. Moreover, before these modifications were made, the Debtors never sought to "confer in good faith in attempting to reach mutually satisfactory modifications of such retiree benefits" as required by 11 USC 1114(f)(2) with this

retiree's authorized representative (which is this retiree because he is not a union member). The allegations in Paragraph 9 are therefore denied for reason they are incorrect conclusions of fact and law.

10. Mr. Purnell became fully vested on March 22, 1998. No vesting issue was noticed in the **Old GM** prepared July 1, 2001 retirement offer agreement. The contention that "to vest benefits is to render them unalterable" is admitted. The ambiguity between Mr. Purnell's vested retirement rights, which GM did not mention, and GM's purported modification/termination reservation [compromised by the 11 USC 1114(f)(2) mandatory good faith conference] works against the Debtors because the Debtors prepared it.

11. It is admitted that the Sixth Circuit and courts in other Circuits have recognized that once benefits are vested, it renders them unalterable. In this case, the Debtors, not Mr. Purnell, prepared the retirement offer agreement and that document and specifically its modification/termination reservation is subject to the 11 USC 1114(f)(2) mandatory good faith conference requirement which the Debtors have entirely ignored.

12. Here, again (footnote 1), the Debtors write without regard to (i) the retirement offer agreement (having omitted it from their defined terms "Benefit Plans" and "Welfare Benefits" in Paragraph 2 and having also omitted it from their defined terms "Benefit Modification Claims" and "Accrued Benefits Claims" in Paragraph 7) and (ii) the 11

USC 1114(f)(2) mandatory good faith conference requirement. The plain language of the statute applies equally in all cases regardless of the Debtors' size or stature. The fact that Mr. Purnell is an individual is meaningless, 11 USC 1114(f)(2) mandates a good faith conference requirement which the Debtors have ignored and which never occurred. The allegations in Paragraph 12 are therefore denied for reason they are incorrect conclusions of fact and law.

In section 1114 it is law that the Debtors' may not modify retiree benefits "during the 180-day period ending on the date of the filing of the petition" and it is also provided at 11 USC 1114(l)(1)-(2) that , if the Debtor does so, and it is determined that the debtor was "insolvent on the date such benefits were modified," then the court "shall issue an order reinstating as of the date the modification was made, such benefits as in effect immediately before such date unless the court finds that the balance of the equities clearly favors such modifications. Thus section 1114's protections extend to a 180 day prepetition period as well as for the duration of the bankruptcy proceedings.

As in the July 13, 2010 IUE-CWA v. Visteon Corp. (In re Visteon Corp.) decision, No. 10-1944, 2010 WL 2735714 (3rd Cir. July 13, 2010), Mr. Purnell contends that section 1114 is unambiguous and "clearly applies to any and all retiree benefits" even though a number of other courts (e.g. In re New Valley Corp., In re Delphi Corp., In re Dorskocil Cos., LTV Steel Co.) hold to the contrary. But see, In re Ames Dep't Stores, Inc., Nos. 92 Civ 6145-46, 1992 WL 373492 (S.D.N.Y. November 30, 1992); In re Farmland Indus., Inc., 294 B.R. 903 (Bankr. W.D. Mo. 2003). Nevertheless, the Third Circuit was convinced that the aforementioned courts

had "mistakenly relied on their own views about sensible policy, rather than on the congressional policy choice reflected in the unambiguous language of the statute." In re Visteon, 2010 WL 2735715, at *7.

In reaching its conclusion, the Third Circuit relied on three significant factors. First, it noted Congress has explicitly excluded certain benefits from the scope of section 1114 (e.g. "benefits provided for purposes other than health, accident, disability or death; or to benefits provided to high-income retirees able to obtain comparable coverage; or to benefits contemplated, but not maintained or established, prior to the debtor's filing for bankruptcy). Congress did not limit section 1114's otherwise broad scope based on whether or not the debtor reserved a right to terminate in its retirement plans. In re Visteon, *Id.* at *8. The court reasoned that had Congress intended to exclude retiree benefit plans that contain a unilateral right to terminate benefits from the protections afforded by section 1114, Congress would have done so specifically.

Second, the Visteon court also relied on the 2005 addition of subparagraph (l) to section 1114 to support its conclusion⁹. Section 1114(l) provides that "[i]f the debtor, during the 180-day period ending on the date of the filing of the petition - (1) modified benefits; and (2) was insolvent on the date such benefits were modified; the court ... shall issue an order reinstating as of the date the modification was made, such benefits as in effect immediately before such date unless the court finds that the balance of the equities clearly favors such modifications.

⁹ Subsection 1114(l) was enacted pursuant to the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005, Pub. L. No. 109-08, 119 Stat. 23.

11 USC 1114(l). It was reasoned that if section 1114 were construed to exclude retiree benefits plans with a unilateral right to terminate, then section 1114(l) "would be virtually meaningless ...[because] [o]utside of the bankruptcy context, an employer is already prohibited by various laws, including ERISA, the Labor-Management Relations Act of 1947, codified in various sections of 29 U.S.C., and the basic principles of contract law, from modifying those benefits it is obligated to provide. Subsection (l) therefore has meaning only if it adds something new, namely, the protection of benefits a would-be debtors could otherwise terminate at will.

In Re Visteon, *Id.* at *13.

Third, the Visteon court noted that unless a statute "produces a result demonstrably at odds with the intentions of its drafters...or an outcome so bizarre that Congress could not have intended it," the court's responsibility is to adhere to the plain meaning of the statute¹⁰. It was concluded (having determined both that the statute was unambiguous and that it was not at odds with congressional intent¹¹) that its reading of section 1114, even though it would enhance a retiree's rights in the context of a chapter 11 case, was not within the realm of being "demonstrably at odds with the intention of its drafters" nor "so bizarre that Congress could not have intended it." In reaching its conclusion, the Vesteon court acknowledged the generally accepted position that "prepetition contract rights and property interests should

¹⁰ In re Visteon, *Id.* at *14 quoting Mitchell v. Horn, 318 F3d 523, 525 (3rd Cir. 2003).

¹¹ The court reached this conclusion notwithstanding the debtor's argument that because "[i]n 2007, bills were introduced in both houses of Congress which would have added a clause stating that section 1114's protections apply 'whether or not the debtor asserts a right to unilaterally modify such payments under such plan, fund or program' [and] [n]either bill was enacted...that Congress' consideration and rejection of these amendments indicates both that section 1114 does not apply to benefits that are terminable at will, and that Congress concluded that extending protection to such benefits was unwise. In re Visteon, 2010 WL 2735715, at *18 (citations omitted).

not be analyzed differently or enhanced simply because an interested party is involved in a bankruptcy case¹².

13. The record of this bankruptcy case includes **Old GM** correspondence which states the post-retirement salary-rate life insurance **"will remain in effect for the rest of your life and is provided by General Motors at no cost to you."**¹³ Exhibit 1. No express repudiation of these specific letter representations appear in either Mr. Purnell's retirement offer agreement or in the annual written *"Confirmation of Benefit Elections"* published by the Old GM. Instead, the Debtors rely on irregularly written general reservations of a general right to modify or terminate these benefits while at the same time also stating it's documents do **"not** cover all the details about the Programs - which are found in plan documents that have the final word over any other oral or written statement." See, Exhibits 2(A)-(E). The three judge dissent in Sprague v. General Motors, 133 F.3d 388 (6th Cir. 1998) pointed out specifically that Old GM failed to reserve modification/termination rights in its "Your GM Benefits" brochures in effect from 1974 to 1985 and went on to state:

"In addition, when General Motors did reserve its rights, this reservation was less than clear... The issue of the reasonableness of the general retirees' reliance should have been remanded to the district court. The reliance of those who retired from 1974 to 1985 appears eminently justified."

133 F.3d 388, 414. The Debtors insistence that the modification/termination clauses were

¹² *In re Visteon*, Id. at *19 9 quoting Brief of Debtors-Appellees at 33, *In Re Visteon.*, No. 10-1944, 2010 WL 2735715 (3rd Cir. July 13, 2010) (quoting *In re Delphi Corp.*, No. 05-44481, 2009 WL 637315, at *2 (Bankr. S.D.N.Y. Mar. 10, 2009).

¹³ See the David W. Turner Response and Objection to the Debtor's 182nd Omnibus Objection to Claims as filed with this Court on January 26, 2011, Claim No. 27065, and its attached copy of a GM National Retiree Servicing Center letter dated December 4, 1995. Exhibit 1. And, see also, the Joseph C. Singer response and objection to the same 182nd Omnibus Objection, Claim No. 29999, and its letter attachments.

sufficiently disclosed is belied by the fact that retirees could sign the GM prepared form and give up their jobs only to have GM turn around on the next day and unilaterally terminate the benefits thereby relieving the Debtors of at least two, if not more, lifetime health and life insurance liabilities. Mr. Purnell thought wrongfully he had negotiated lifetime health and life insurance retirement benefits, while, in fact, he was lucky to get eight years. For the reasons of fact and law stated here and in Paragraph 12 above, the allegations in Paragraph 13 are denied as being incorrect conclusions of fact and law.

14. The allegations in Paragraph 14 are denied for reason that the Sprague decision, *supra*, is not unanimous and because Mr. Purnell and other members of the 83rd omnibus objection join with the dissent which, in their collective opinions, found vested rights¹⁴, estoppel¹⁵, improper class certification and breach of fiduciary duties. Mr. Purnell also believes age discrimination has occurred. The retirees, then and now, are owed the right of vested employees in promised future lifetime health and life insurance benefits and cannot and should not be summarily written off as people with "*...alleged rights to benefits which were in reality unvested, and as described herein, are otherwise not the responsibility of the Debtors*" as is done now in Paragraph 2 of the omnibus objection. If there was any truth in GM's documents, GM should have previously described every retiree as a person with "*...alleged*

¹⁴ Upon completion of thirty years employment, Mr. Purnell's retirement benefits and insurance fully vested on March 22, 1998.

¹⁵ Again, **Old GM** correspondence states the post-retirement salary-rate life insurance "**will remain in effect for the rest of your life and is provided by General Motors at no cost to you**" and no express repudiation of this statement (and others like it) has been provided.

rights to benefits *which were in reality unvested*, and as described herein, are otherwise not the responsibility of the Debtors" so Mr. Purnell would have had notice of how he would be treated/classified now and in the future.

15. The allegations in Paragraph 15 are denied for reason that the retirement offer agreements do not "clearly" reserve or describe the Debtors modification/termination claims as specifically alleged in Paragraph 15 above. The record of this bankruptcy case includes **Old GM** correspondence which states the post-retirement salary-rate life insurance **"will remain in effect for the rest of your life and is provided by General Motors at no cost to you."** Exhibit 1. No express repudiation of this written representation appears in either Mr. Purnell's retirement offer agreement or the annual written *"Confirmation of Benefit Elections"* published by the Old GM. Instead, the Debtors rely on irregularly written general reservations of a general right to modify or terminate these benefits.

The three judge dissent in Sprague v. General Motors, stated:

"In addition, when General Motors did reserve its rights, this reservation was less than clear... The issue of the reasonableness of the general retirees' reliance should have been remanded to the district court. The reliance of those who retired from 1974 to 1985 appears eminently justified."

133 F.3d 388, 414. If this claim was so clearly reserved why didn't the Debtor's describe the retirees (such as Mr. Purnell) as persons with "...*alleged* rights to benefits *which were in reality unvested*, and as described herein, are otherwise not the responsibility of the Debtors" in the retirement offer agreements as GM now does in its omnibus objections? And, it must be noted

that the Debtors have nevertheless have totally ignored the good faith concurrence requirement of 11 USC 1114(f)(2).

16. It is admitted only that the Debtors' ability to terminate or modify Mr. Purnell's health and life insurance retirement benefits are required to exercised in compliance with 11 USC 1114, which this Debtor did not comply with. In Re Visteon Corp., No. 10-1944, 2010 WL 2735715 (3rd Cir. July 13, 2010), along with the dissent in Sprague, supra, is persuasive and should be followed.

17. The allegations in Paragraph 17 are denied for reason they are incorrect conclusions of fact and law.

**The Debtors Have No Liability for the
Salaried and Executive Employee Welfare Benefits Claims**

18. The allegations in Paragraph 18 are denied for reason they are incorrect conclusions of fact and law.

The Relief Requested Should be Approved by the Court

19. The allegations in Paragraph 19 are denied for reason they are incorrect conclusions of fact and law.

20. The allegations in Paragraph 20 are denied for reason they are incorrect

conclusions of fact and law.

Notice

21. The allegations in Paragraph 21 are admitted.

22. The allegations in Paragraph 22 are admitted.

MR. PURNELL'S CONCLUSION

Mr. Purnell and his wife's lifetime health and life insurance retirement benefits fully vested on March 22, 1998. The record of this bankruptcy case also includes **Old GM** correspondence which states the post-retirement salary-rate life insurance:

"will remain in effect for the rest of your life and is provided by General Motors at no cost to you."¹⁶ Exhibit 3.

No express repudiation of this written representation appears in either Mr. Purnell's retirement offer agreement or the annual written "*Confirmation of Benefit Elections*" published by the Old GM. Instead, the Debtors rely on irregularly written general reservations of a general right to modify or terminate benefits.

The July 1, 2001 retirement offer agreement, entirely written by the **Old GM**, induced Mr. Purnell to give up his job in exchange for lifetime health insurance benefits and lifetime GM paid salary-rate life insurance for Mr. Purnell and his wife. It is an anomaly to have one document both promise lifetime health and insurance benefits while simultaneously also

¹⁶ See the David W. Turner Response and Objection to the Debtor's 182nd Omnibus Objection to Claims as filed with this Court on January 26, 2011, Claim No. 27065, and its attached copy of a GM National Retiree Servicing Center letter dated December 4, 1995. Exhibit 2. And, see also, the Joseph C. Singer response and objection to the same 182nd Omnibus Objection, Claim No. 29999, and its letter attachments.

purportedly reserving a indirectly worded right to destroy those promises. The **Debtors** now refuse to pay the lifetime health insurance benefits and also refuse to provide salary rate life insurance as required by the retirement offer agreement and seek to avoid same by this 11 USC 502 motion.

In Paragraph 2, the **Debtors** write they have "determined" that the Proofs of Claim which this 83rd Omnibus Objection addresses "assert claims that ...(i) relate to liabilities that have been assumed by the ... **New GM** pursuant to the terms of ... the **Master Purchase Agreement**..." The last sentence of Paragraph 2 repeats this definition (i) "determination". However, nothing could be further from the truth. The **New GM** since February 20, 2009 has not assumed and does not and will not pay the lifetime health insurance and life insurance benefits called for in the Debtors' prepared retirement offer agreement. Mr. Purnell is therefore not within this element of the Debtors' definition (i) "determination".

In Paragraph 2, the **Debtors** also write they have "determined" that the Proofs of Claim which this 83rd Omnibus Objection addresses "assert claims that ...(ii) relate to alleged rights to benefits which were in reality unvested, and as described herein, are otherwise not the responsibility of the Debtors (emphasis added)." Well, as pointed out above, it is irrefutable that Mr. Purnell's retirement and benefit rights fully vested on March 22, 1998, years before the Commencement Date of this Chapter 11 bankruptcy. Mr. Purnell is therefore not within this element of the Debtors' definition (ii) "determination".

The plain and simple truth is that the Debtors have failed to establish that Mr. Purnell's claim is within the definition (i) and (ii) "determination" the Debtors' have set up to seek to strike the claim of Mr. Purnell and the other creditors involved in the 83rd Omnibus Objection. Since the Debtors' (i) and (ii) premises for Mr. Purnell's inclusion in the 83rd Omnibus Objection are not factually true, the Debtors' motion brought pursuant to 11 USC 502 must fail. The New GM does not recognize the retirement offer agreement. Mr. Purnell's became fully vested on March 22, 1998, years before the Commencement Date.

WHEREFORE, Respondent Calvin H. Purnell demands the following relief in consequence of his response and objections to the August 20, 2010 Debtors' Eighty-Third Omnibus Objection to Claims:

- A. The 83rd Omnibus Objection be denied as to him with prejudice against the Debtors.
- B. An order be entered immediately which reinstates as of the date the modification was made (February 1, 2010) to the present all health and life insurance benefits which were terminated and which directs the payments to continue for the duration of this Chapter 11 proceeding.
- C. The Debtors pay all attorney fees paid or incurred on his behalf to correct the unlawful termination of his benefits and for any and all related costs, fees and expenses.
- D. For such other and further relief as is just or appropriate.

/s/ Samuel J. Behringer, Jr.

Samuel J. Behringer, Jr.
Attorney at Law
333 McKinley Avenue
Grosse Pointe Farms, MI 48236-3420
Telephone: (313) 885-1948
Facsimile: (313) 886-6443

Attorney for Calvin H. Purnell
83rd Omnibus Objection Respondent #62124
March 16, 2011

EXHIBIT LIST

1. David W. Turner Response and Objection to Debtor's 182nd Omnibus Objection to Claims.

2.
 - (A) 2006 Confirmation of Benefits Elections for Richard Zmierski.
 - (B) 2007 Confirmation of Benefits Elections for Richard Zmierski.
 - (C) 2008 Confirmation of Benefits Elections for Richard Zmierski.
 - (D) 2009 Confirmation of Benefits Elections for Richard Zmierski.
 - (E) 2010 Confirmation of Benefits Elections for Richard Zmierski.

Date: February 17, 2011

To: The Honorable Robert E. Gerber, United States Bankruptcy Judge,
United States Bankruptcy Court for the Southern District of New York
One Bowling Green
New York, New York 10004-1408

From: David W. Turner
2210 Kerri Lynn Lane
Kokomo, Indiana 46902
Telephone: (765) 453-2810 E-mail: dwtkokoman@aol.com

**Subject: Claimant's Response and Objection to Debtors' 182nd Omnibus
Objection to Claims, filed January 26, 2011**

- Reference: 1) Chapter 11 Case No. 09-50026 (REG) Motors Liquidation Company, et al.,
f/k/a General Motors Corp., et al.
2) David Turner Proof of Claim # 27065 and Attachments, dated 11/10/09
3) David Turner Proof of Claim # 27066 and Attachments, dated 11/10/09
4) Debtors' 182nd Omnibus Objection to Claims

Background Statement:

The notice of filing of Debtors' 182nd Omnibus Objection to Claims notes that a hearing will be held before you on March 1, 2011, in which the Debtors will seek an order to expunge certain compensation and welfare benefits claims of retired and former salaried and executive employees of General Motors Corp. My Proof of Claim # 27065 and # 27066 (Reference #2 and #3 respectively) are listed in Exhibit A of the Reference #4 document as claims the Debtors desire to have expunged. The Debtors' 182nd Omnibus Objection to Claims concern among other issues the General Motors Supplemental Life Benefits Program Coverage. This Program's provisions provided retired executives with both: 1) Continuing Basic Life Insurance in an amount equal to the retiree's insurance coverage at the time of retirement, and 2) Supplemental Life Benefits in an amount equal to three times the executive's annual base salary at the time of retirement.

The Debtors' 182nd Omnibus Objection to Claims offers two arguments to support their petition: 1) that in certain cases accrued benefits have been assumed by New GM and consequently are no longer an obligation of the Debtors, and 2) the Debtors had the right to amend, modify, suspend, or terminate Welfare Benefits and therefore have no liability for the salaried and executive Employee Welfare Benefits Claims. Since my Claims # 27065 and # 27066 were not assumed by the New GM, my arguments below, delineate why my Claims should not be expunged based on 1) **Lack of Procedural Documentation** by which the Debtors exercised their "right to amend, modify, suspend, or terminate" the provisions of the General Motors Supplemental Life Benefits Program Coverage of Welfare Benefits, 2) **Language Implying Continuing Basic Life Insurance Coverage** in GM/employee communications, and 3) **Inconsistent Treatment of Employee Benefit Reductions** due to flawed bankruptcy driven decisions and actions.



Supporting Arguments:

1) Lack of Procedural Documentation: On page 9 of Debtors' 182nd Omnibus Objection to Claims, the following statement is quoted, in part, from the General Motors Supplemental Life Benefits Program for Executive Employees:

“.....The Company reserves the right to amend, modify, suspend, or terminate the Program in whole or in part, at any time by action of its Board of Directors or other individual or committee **expressly authorized by the Board to take such action.**”
(Bolded text added for emphasis. DWT)

A thorough review and search of Debtors' 182nd Omnibus Objection to Claims provides no documentation, or proof, such as the date and language from minutes of a Board of Directors' Meeting at which the Board **expressly authorized** the amendment, modification, suspension, or termination of the General Motors Supplemental Life Benefits Program for Executive Employees. Without such proof and evidence of express authorization by the Board, the Debtors' 182nd Omnibus Objection to Claims is mute and lacks validity. This lack of validity applies equally to the Continuing Basic Life Insurance, Claim # 27065, and Supplemental Life Benefits Claim # 27066.

2) Implied Continuing Basic Life Insurance Coverage: Following my retirement on November 30, 1995, after 44 years of credited service, I received a letter (Attachment #1) dated December 4, 1995, from the GM National Retiree Servicing Center. It reads in part:

“As a retiree of General Motors with 10 or more years of participation in the Life and Disability Benefits Program, you are eligible for Continuing Life insurance.

Our insurance records, as of the date of this letter, show the Continuing Life insurance has now fully reduced to the ultimate amount of \$150,480.00. This **ultimate amount will remain in effect for the rest of your life and is provided by General Motors at no cost to you.**” (Bolded text added for emphasis. DWT)

The referenced letter (Attachment #1) **contains no contingency or qualifying statement of any kind** that the stated ultimate amount of Continuing Life insurance is subject to amendment, modification, suspension, or termination. Having retired at the age of 62 years, with the above implied assurance of Continuing Basic Life Insurance coverage, I was not inclined to even consider the purchase of independent personal Term Life Insurance. In June 2009, over thirteen years later, I was informed that my Continuing Basic Life insurance coverage was reduced to \$10,000.00 from \$150,480.00. By June 2009, my age had reached 75 ½ years. Although GM made provisions with MetLife for affected individuals to procure Term Life Insurance, it had become cost prohibitive to pursue replacement insurance coverage. Approval of the Debtors' request to expunge my properly filed Proof of Claim exposes my wife and heirs to potential undeserved hardship.

3) Inconsistent Treatment of Employee Benefit Reductions: A reading of Debtors' 182nd Omnibus Objection to Claims reveals that as the subtitle on the cover page reads, “(Welfare Benefits Claims of Retired and Former Salaried and Executive Employees)” the Debtors seek relief from claims filed by a mix of retired, former salaried and executive employees. Further,

2006

Enrollment Confirmation

[Print This Page](#)

2006

Please take a few moments to complete our **Survey**. This should take less than five minutes.

Thank you, Richard. Below is a summary of your new benefits for the following event: **2006 Enrollment**. These elections have been saved on October 31, 2005 at 6:32:00 p.m. EST.

- Your Confirmation Number is **053041827108884W**.
- [Print this confirmation](#) for your records.

Note: If you are required to provide proof of good health, the necessary forms are available to print in the Find a Form section. You will also receive the necessary forms with your paper Confirmation Statement.

Once you are done reviewing this confirmation you can:

- Return to the [Health and Insurance Home Page](#).
- Go back and make changes to [Your Enrollments](#).

Your Health & Insurance Benefits

Calendar Monthly Cost

Medical

Medical:	HMO Health Alliance Plan - MI (S)	\$100.00
Coverage:	Self + Family	Before Tax: \$100.00 After Tax: \$0.00
Enrolled Dependents:	Karen S Zmierski, Jessica N Zmierski, Ryan A Zmierski	

- An HMO requires use of network providers.

Extended Care Coverage (ECC)

Extended Care Coverage (ECC):	Extended Care Coverage	\$19.00
Coverage:	Self + Family	Before Tax: \$19.00 After Tax: \$0.00
Enrolled Dependents:	Karen S Zmierski, Jessica N Zmierski, Ryan A Zmierski	

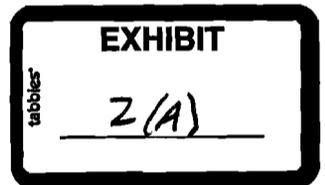
- If you elect No Coverage - ECC, you are permanently excluded from future re-enrollment unless you waive medical coverage to be covered as a dependent of another GM Salaried employee or retiree who has ECC.

Dental

Dental:	Traditional Delta Dental	\$23.00
Coverage:	Self + Family	Before Tax: \$23.00 After Tax: \$0.00
Enrolled Dependents:	Karen S Zmierski, Jessica N Zmierski, Ryan A Zmierski	

Vision

Vision:	Cole Managed Vision (S)	\$3.00
Coverage:	Self + Family	Before Tax: \$3.00 After Tax: \$0.00
Enrolled Dependents:	Karen S Zmierski, Jessica N Zmierski, Ryan A Zmierski	



- If you waive GM medical coverage in order to be a dependent under a spouse's GM medical plan, you waive dental and vision also.

Flexible Spending Accounts

Health Care Spending Account (HCSA):	Health Care Spending Account (HCSA)	\$300.00
Volume:	\$3,600.00	Before Tax: \$300.00 After Tax: \$0.00

- It is your responsibility to ensure that Health Care Spending Account elections are consistent with your expected plan year eligible expenses, as defined under the plan. Any Health Care Flexible Spending Account contributions not used during the plan year are subject to forfeiture. Your annual contribution to a Health Care FSA can range from a minimum amount of \$48.00 to a maximum amount of \$5,000.
- If you choose to enroll in the Health Care Spending Account and one of the Health Savings Account PPOs, your Health Care Spending Account coverage will automatically be administered as a Limited Purpose Health Care Spending Account by FBD Consulting. In other words, upon submitting expenses, you will only be reimbursed for expenses that are for vision, dental or over-the-counter drugs.

Dependent Care Spending Account (DCSA):	No Coverage - DCSA	\$0.00
		Before Tax: \$0.00 After Tax: \$0.00

*** Life Insurance**

Basic Life Insurance:	Basic Life Insurance - Salaried	\$0.00
Coverage:	2 X Annual Base Salary	Before Tax: \$0.00
Volume:	\$220,300.00	After Tax: \$0.00

- If eligible, you may elect one times your annual base salary and receive a monthly credit; however, you will not be eligible to elect Optional Life Insurance.
- Effective January 1, 2006, Texas residents are no longer limited by State Insurance Law on the amount of Optional Life Insurance they may elect on themselves.

Optional Life Insurance:	Optional Life Insurance - Salaried	\$145.40
Coverage:	2 X Annual Base Salary	Before Tax: \$0.00
Volume:	\$220,300.00	After Tax: \$145.40

- For participants insured as of July 1, 2006 contributions for Optional Life Insurance will be waived for five (5) months from July through November 2006.
- If eligible and you elect one times your annual base salary for Basic Life Insurance, you are not eligible to elect Optional Life Insurance.
- Effective January 1, 2006, Texas residents are no longer limited by State Insurance Law on the amount of Optional Life Insurance they may elect on themselves.

Dependent Life Insurance - Spouse:	No Coverage - DLI - Spouse	\$0.00
		Before Tax: \$0.00 After Tax: \$0.00

Dependent Life Insurance - Child:	No Coverage - DLI - Child	\$0.00
		Before Tax: \$0.00 After Tax: \$0.00

Personal Accident Insurance - Employee:	Personal Accident Insurance - Employee	\$1.10
Coverage:	\$100,000	Before Tax: \$0.00
Volume:	\$100,000.00	After Tax: \$1.10
Personal Accident Insurance - Spouse:	Personal Accident Insurance - Spouse	\$1.10
Coverage:	\$100,000	Before Tax: \$0.00
Volume:	\$100,000.00	After Tax: \$1.10
Personal Accident Insurance - Child:	Personal Accident Insurance - Child	\$1.25
Coverage:	\$50,000	Before Tax: \$0.00
Volume:	\$50,000.00	After Tax: \$1.25

Disability

Sickness and Accident:	Sickness and Accident - Salaried	\$0.00
		Before Tax: \$0.00
		After Tax: \$0.00

- You are covered for sickness and accident benefits on the first day of the sixth month following the month in which you commence working with GM. Please refer to "Your GM Benefits" (Summary Plan Description) for further details.
- Employees who work in certain states may be eligible under statutory disability benefit laws for disability benefits for time lost from work. If you are working in California, Hawaii, New Jersey, New York, Puerto Rico, or Rhode Island certain modifications in your Sickness and Accident benefits will apply. Please contact the GM Benefits & Services Center for additional information.

Extended Disability Benefits:	Extended Disability Benefit - Salaried	\$0.00
		Before Tax: \$0.00
		After Tax: \$0.00

- You are covered for Extended Disability benefits on the first day of the sixth month following the month in which you commence working with GM. Please refer to "Your GM Benefits" (Summary Plan Description) for further details.

Flexible Compensation Payment (FCP)

Flexible Compensation Payment (FCP):	Flexible Compensation Payment (FCP)	\$0.00
Coverage:	4 Paid Days Off + Cash Lump Sum	Before Tax: \$0.00
Volume:	\$1,200.00	After Tax: \$0.00

- You are eligible to enroll or change your enrollment in the Flexible Compensation Plan (FCP) during Flex Enrollment in the fall. Your eligibility for this benefit is based on your service as of January 1, 2006 and employment status as of January 15, 2006.

Financial Planning

Financial Planning:	No Coverage - Financial Planning	\$0.00
		Before Tax: \$0.00
		After Tax: \$0.00

Totals

Before Tax Total: \$445.00
After Tax Total: \$148.85

Calendar Monthly Total: \$593.85

Dependents

Please confirm the accuracy of the information about your dependents. To view the dependents covered under a specific plan, please refer to that plan above. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the definition of "eligible dependent" under the Plan. For a definition of "eligible dependent" under the Plan(s) available to you, see your Summary Plan Description(s). If any of the information is incorrect, you may correct it on the Health & Insurance tab by clicking Dependents. Follow the instructions to modify your dependent information. If you require further assistance, please call a Customer Service Associate. You can find the Customer Service telephone number by selecting the Who to Contact link below. The address is provided if it is different than your address.

Name	Relationship	Date of Birth	SSN
Karen S Zmierski	Spouse	11/04/1955	383-62-0294
Jessica N Zmierski	Child	09/26/1988	373-06-3254
Ryan A Zmierski	Child	03/25/1992	362-15-2565

Primary Care Provider (PCP) Information

Please confirm the accuracy of the information about your selected PCP(s). If you are enrolling in the plan for the first time, a PCP is required for you and each dependent you wish to cover under the plan. If you are adding a dependent to a plan in which you are already enrolled, PCP entry is allowed for the added dependent(s) only. Ongoing selection and update of PCPs must be done through your insurance carrier. Provider Name is required. Some plans also require Provider ID. Please check with your carrier to find out if you need to enter Provider ID. You may only enter PCPs when enrolling in the plan for the first time. If you are re-joining the plan you must contact your insurance carrier to select or update PCPs. You may save your enrollment elections without entering PCPs. You may enter PCPs now, or save your enrollment and return to NetBenefits at any time (within your enrollment period) to enter your PCP selection(s). Once the enrollment period is closed, you will not be able to select or view your PCP selections via NetBenefits. You must then contact your insurance carrier to select and update your PCPs. Please note that depending on your insurance carrier's rules, failure to complete provider selections may result in assignment of either a default provider or no provider at all.

Name	Provider Type	Provider ID	Provider Name
Richard F Zmierski	Medical		
Karen S Zmierski	Medical		
Jessica N Zmierski	Medical		
Ryan A Zmierski	Medical		

Important Legal and Administrative Information

Terms and Conditions

By enrolling in one or more of the plans, you agree to the following terms and conditions:

You understand that General Motors will enroll you for the health care options you have selected for which you are eligible, and which you have not waived or canceled, with the appropriate carrier(s) as determined by General Motors.

If you enroll in life insurance after you are first eligible or elect to increase your coverage, you understand that you may be required to provide proof of good health. You understand that you must be actively at work in order for coverage to go into effect. If the effective date is not a regularly scheduled work day, the life insurance will become effective on such date, provided you were actively at work on the last regularly scheduled work day prior to the effective date. If you are not actively at work on the effective date of coverage, you understand your effective date of coverage will be postponed until you return to work. Under current Plan terms, Optional Life, Dependent Life, and Personal Accident Insurance generally remain in effect as long as (i) you are eligible for Basic Life Insurance (see the Summary Plan Description for exceptions), (ii) the Group Policy remains in effect, (iii) the required contributions are made, and (iv) for Dependent Life and/or Personal Accident Insurance, you continue to have an eligible spouse or at least one eligible child, as applicable. You also understand that to enroll a dependent, who is age 18 and over, in dependent life insurance of \$10,000 or more, the dependent must sign a Dependent Consent Form before coverage can go into

https://workplaceservices400.fidelity.com/netbenefits/health&welfare/HOBS_confirm.as... 10/31/2005

effect.

You agree to make any required contributions so that health care and life insurance coverage for you and your enrolled dependents remains in force. You authorize General Motors Corporation and its wholly-owned subsidiaries, until this authorization is revoked by you in writing, to deduct in advance each month from any earned or accrued wages or plan benefits due you, such amounts as may be necessary to pay the contributions as are now in effect or may be determined in the future for coverage which is now or may become available on behalf of yourself and any enrolled dependents. If in any month you are not eligible to receive any earned or accrued wages or plan benefits, you agree to pay in cash to General Motors Corporation any required contributions on or before the first of the month for which health care or life insurance coverage for you or any listed dependent is to be provided. To the extent allowed by applicable law, you authorize General Motors Corporation and its wholly owned subsidiaries, or the trustee of certain General Motors Corporation Benefits funds, to deduct from any earned or accrued wages or benefits, any monies to repay health care or other benefits paid in error on behalf of you and your dependents.

If you are applying for insurance under a policy issued in one of the states listed below, or if you reside in one of the states listed below, one of the following state warnings may apply to you:

New York [only applies to Accident and Health Benefits (AD&D/VAD&D)]: I know it is a crime to fill out this form with facts I know are false or to leave out facts I know are important. I know that if I do this, I may also have to pay a civil penalty of up to \$5,000 plus the value of the claim.

Florida: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Massachusetts: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any material false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, and may subject such person to criminal and civil penalties.

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

Oklahoma: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the process of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Kansas and Oregon: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud, and may be subject to criminal and civil penalties.

Virginia: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, files a claim containing a false or deceptive statement may have violated state law.

If you are applying for coverage under a self-funded plan or insurance under a policy issued in any state other than those listed above, or if you reside in any state other than those listed above, note the following warning:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Important Flexible Spending Account Information

It is your responsibility to ensure the Health Care and/or Dependent Care Flexible Spending Account elections are consistent with your expected plan year eligible expenses as defined under the Plan. Any Health Care or Dependent Care Flexible Spending Account contributions not used during the plan year are subject to forfeiture.

https://workplaceservices400.fidelity.com/netbenefits/health&welfare/HOBS_confirm.as... 10/31/2005

Dependent Information

Our records show the dependents listed on the Dependent information screen. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Salaried Health Care Program. For assistance in determining the eligibility of your dependents for coverage under the programs available to you, see the Guide to Dependent Eligibility, which is available in the **Reference Library**.

It is your responsibility to provide accurate and up-to-date dependent information; otherwise, coverage may not be provided to your dependent(s).

If any health care benefits are paid on behalf of ineligible dependents, you will be responsible for repaying the overpayment. If you should fail to repay the overpayment promptly, the amount will be deducted from your other benefits or compensation, or may be recovered by other legal means.

You are required to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent has a primary residence with you, but is away from home attending school full-time, you are not required to provide address information.

Click the **Update Dependents** link in the Left Navigation Bar to correct or change your dependent's name or Social Security number. To change other dependent information, contact a Customer Service Associate at the telephone number listed on the bottom of the screen for assistance.

Client Information

The information presented in this application briefly describes certain General Motors Salaried Health Care Program features, as well as other programs and benefits. It does not cover all the details about the Programs - which are found in plan documents that have the final word over any other oral or written statement. General Motors reserves the right to amend, modify, suspend or terminate any of its benefit plans or programs at any time by the action of the Board of Directors, or individual or other committee expressly authorized by the Board to take such action. This application - and the benefits described within - do not imply any guarantees.

Making Changes During the Year

Generally, you cannot change your pre-tax benefit elections during the plan year other than at annual enrollment unless you experience a life event change.

You will have the opportunity to review your plans in the fall for the next plan year. Generally, you cannot change your benefit elections during the plan year, except in the case of a life event change. All life event changes must be reported within 31 days.

You must be actively at work on the effective date of coverage. If the effective date is not a regularly scheduled work day, the life insurance will become effective on such date provided you are actively at work on the last regularly scheduled work day prior to the effective date. If not actively at work, the effective date of coverage will be postponed until you return to active work.

Payroll Deductions

General Motors will deduct from each paycheck the amount necessary, if any, to pay for your benefit elections.

Once you are done reviewing this confirmation you can:

- Return to the [Health and Insurance Home Page](#).
- Go back and make changes to [Your Enrollments](#).

Questions? Find out [who to contact](#).

NetBenefits™ provided by



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Enrollment Confirmation

[Print This Page](#)

2007

2007

Please take a few moments to complete our **Survey**. This should take less than five minutes.

Thank you, Richard. Below is a summary of your new benefits for the following event: **2007 Enrollment**. These elections have been saved on October 30, 2006 at 6:32:00 p.m. EST.

- * Your Confirmation Number is **063031821238884W**.
- * [Print this confirmation](#) for your records.

Note: If you are required to provide proof of good health, the necessary forms are available to print in the Find a Form section. You will also receive the necessary forms with your paper Confirmation Statement.

Once you are done reviewing this confirmation you can:

- Return to the [Health and Insurance Home Page](#).
- Go back and make changes to [Your Enrollments](#).

Your Health & Insurance Benefits

Calendar Monthly Cost

Health Benefits

Medical:	HMO Health Alliance Plan - MI (S)	\$100.00
Coverage:	Self + Family	Before Tax: \$100.00 After Tax: \$0.00
Enrolled Dependents:	Karen S Zmierski, Jessica N Zmierski, Ryan A Zmierski	

- An HMO requires use of network providers.

Extended Care Coverage (ECC):	Extended Care Coverage	\$19.00
Coverage:	Self + Family	Before Tax: \$19.00 After Tax: \$0.00
Enrolled Dependents:	Karen S Zmierski, Jessica N Zmierski, Ryan A Zmierski	

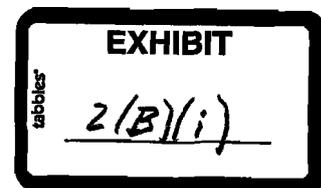
- If you elect No Coverage - ECC, you are permanently excluded from future re-enrollment unless you waive medical coverage to be covered as a dependent of another GM Salaried employee or retiree who has ECC.

Dental:	Traditional Delta Dental	\$23.00
Coverage:	Self + Family	Before Tax: \$23.00 After Tax: \$0.00
Enrolled Dependents:	Karen S Zmierski, Jessica N Zmierski, Ryan A Zmierski	

Vision:	Cole Managed Vision (S)	\$3.00
Coverage:	Self + Family	Before Tax: \$3.00 After Tax: \$0.00
Enrolled Dependents:	Karen S Zmierski, Jessica N Zmierski, Ryan A Zmierski	

Reimbursement Accounts

Health Care Spending Account (HCSA):	Flexible Spending Account - Health	\$200.00
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Volume: **\$2,400.00** Before Tax: \$200.00
 After Tax: \$0.00

- It is your responsibility to ensure that your Flexible Spending Account (FSA) - Health elections are consistent with your expected plan year eligible expenses, as defined under the plan. Any FSA - Health contributions not used during the plan year are subject to forfeiture. Your annual contribution to a Health Care FSA can range from a minimum amount of \$48.00 to a maximum amount of \$5,000.
- If you choose to enroll in the Flexible Spending Account Health and one of the HSA PPOs, your Flexible Spending Account - Health coverage will automatically be administered as a Limited Purpose Flexible Spending Account - Health. In other words, upon submitting expenses, you will only be reimbursed for expenses that are for vision, dental or over-the-counter drugs.

Dependent Care Spending Account (DCSA): **No Coverage - DCSA** **\$0.00**
 Before Tax: \$0.00
 After Tax: \$0.00

*** Insurance Benefits**

Basic Life Insurance: **Basic Life Insurance - Salaried** **\$0.00**
 Coverage: **2 X Annual Base Salary** Before Tax: \$0.00
 Volume: **\$220,300.00** After Tax: \$0.00

Optional Life Insurance: **Optional Life Insurance - Salaried** **\$218.06**
 Coverage: **3 X Annual Base Salary** Before Tax: \$0.00
 Volume: **\$330,400.00** After Tax: \$218.06

- Effective January 1, 2007, coverage will no longer be reduced by 10% beginning at age 66. Also, coverage no longer cancels when you reach age 75.
- If your present life insurance has an assignee or applicant owner, you cannot make elections for your life insurance because you do not own it. The assignee or applicant owner may contact the GM Benefits & Services Center to make a change.
- Open enrollment will be available this year allowing you to increase your coverage by one level without proof of good health. If your coverage is currently 6x your annual salary you may increase your coverage by two levels without proof of good health. First time enrollees may elect "1x annual base salary" without proof of good health.

Dependent Life Insurance - Spouse: **No Coverage - DLI - Spouse** **\$0.00**
 Before Tax: \$0.00
 After Tax: \$0.00

Dependent Life Insurance - Child: **No Coverage - DLI - Child** **\$0.00**
 Before Tax: \$0.00
 After Tax: \$0.00

- The coverage you elected, \$15,000.00, will not be in effect until the coverage has been approved.

Personal Accident Insurance - Employee: **Personal Accident Insurance - Employee** **\$1.50**
 Coverage: **\$100,000** Before Tax: \$0.00
 Volume: **\$100,000.00** After Tax: \$1.50

Personal Accident Insurance - Spouse: **Personal Accident Insurance - Spouse** **\$1.50**
 Coverage: **\$100,000** Before Tax: \$0.00

Volume:	\$100,000.00	After Tax: \$1.50
Personal Accident Insurance - Child:	Personal Accident Insurance - Child	\$1.60
Coverage:	\$50,000	Before Tax: \$0.00
Volume:	\$50,000.00	After Tax: \$1.60

Disability Benefits

Sickness and Accident:	Sickness and Accident - Salaried	\$0.00
		Before Tax: \$0.00
		After Tax: \$0.00

- You are covered for sickness and accident benefits on the first day of the sixth month following the month in which you commence working with GM. Please refer to "Your GM Benefits" (Summary Plan Description) for further details.
- Employees who work in certain states may be eligible under statutory disability benefit laws for disability benefits for time lost from work. If you are working in California, Hawaii, New Jersey, New York, Puerto Rico, or Rhode Island certain modifications in your Sickness and Accident benefits will apply. Please contact the GM Benefits & Services Center for additional information.

Extended Disability Benefits:	Extended Disability Benefit - Salaried	\$0.00
		Before Tax: \$0.00
		After Tax: \$0.00

- You are covered for Extended Disability benefits on the first day of the sixth month following the month in which you commence working with GM. Please refer to "Your GM Benefits" (Summary Plan Description) for further details.

Other Benefits

Flexible Compensation Payment (FCP):	Flexible Compensation Payment (FCP)	\$0.00
Coverage:	4 Paid Days Off + Cash Lump Sum	Before Tax: \$0.00
Volume:	\$1,200.00	After Tax: \$0.00

- You are eligible to enroll or change your enrollment in the Flexible Compensation Plan (FCP) during Flex Enrollment in the fall. Your eligibility for this benefit is based on your service as of January 1, 2007 and employment status as of January 15, 2007.

Financial Planning:	No Coverage - Financial Planning	\$0.00
		Before Tax: \$0.00
		After Tax: \$0.00

Totals

Before Tax Total:	\$345.00
After Tax Total:	\$222.66
Calendar Monthly Total:	\$567.66

Dependents

Please confirm the accuracy of the information about your dependents. To view the dependents covered under a specific plan, please refer to that plan above. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the definition of "eligible dependent" under the Plan. For a definition of "eligible dependent" under the Plan(s) available to you, see your Summary Plan Description(s). If any of the information is incorrect, you may correct it on the Your Profile tab by clicking Dependents for your Health Insurance. Follow the

instructions to modify your dependent information. If you require further assistance, please call a Customer Service Associate. You can find the Customer Service telephone number by selecting the Who to Contact link below. The address is provided if it is different than your address.

Name	Relationship	Date of Birth	SSN
Karen S Zmierski	Spouse	11/04/1955	383-62-0294
Jessica N Zmierski	Child	09/26/1988	373-06-3254
Ryan A Zmierski	Child	03/25/1992	362-15-2565

Important Legal and Administrative Information

Terms and Conditions

By enrolling in one or more of the plans, you agree to the following terms and conditions:

You understand that your plan sponsor, either General Motors or GMAC LLC, will enroll you for the health care options you have selected for which you are eligible, and which you have not waived or canceled, with the appropriate carrier(s) as determined by General Motors or GMAC LLC, as applicable.

If you enroll in life insurance after you are first eligible or elect to increase your coverage, you understand that you may be required to provide proof of good health. You understand that you must be actively at work in order for coverage to go into effect. If the effective date is not a regularly scheduled work day, the life insurance will become effective on such date, provided you were actively at work on the last regularly scheduled work day prior to the effective date. If you are not actively at work on the effective date of coverage, you understand your effective date of coverage will be postponed until you return to work. Under current Plan terms, Optional Life, Dependent Life, and Personal Accident Insurance generally remain in effect as long as (i) you are eligible for Basic Life Insurance (see the Summary Plan Description for exceptions), (ii) the Group Policy remains in effect, (iii) the required contributions are made, and (iv) for Dependent Life and/or Personal Accident Insurance, you continue to have an eligible spouse or at least one eligible child, as applicable. You also understand that to enroll a dependent, who is age 18 and over, in dependent life insurance of \$10,000 or more, the dependent must sign a Dependent Consent Form before coverage can go into effect.

You agree to make any required contributions so that health care and life insurance coverage for you and your enrolled dependents remains in force. You authorize your employer, whether General Motors Corporation or its wholly-owned subsidiaries, or if applicable GMAC LLC or its subsidiaries or affiliates, until this authorization is revoked by you in writing, to deduct in advance each month from any earned or accrued wages or plan benefits due you, such amounts as may be necessary to pay the contributions as are now in effect or may be determined in the future for coverage which is now or may become available on behalf of yourself and any enrolled dependents. If in any month you are not eligible to receive any earned or accrued wages or plan benefits, you agree to pay in cash to General Motors Corporation any required contributions on or before the first of the month for which health care or life insurance coverage for you or any listed dependent is to be provided. To the extent allowed by applicable law, you authorize General Motors Corporation and its wholly owned subsidiaries, or if applicable GMAC LLC or its subsidiaries or affiliates, or the trustee of certain General Motors Corporation Benefits or GMAC LLC funds, to deduct from any earned or accrued wages or benefits, any monies to repay health care or other benefit overpayments made to or on behalf of you and your dependents.

*** General Motors and GMAC reserve the right to change, amend, modify, suspend, or terminate its employment practices, policies, employee benefit plans, or programs at any time. This document provides general information only. In the event of a conflict with the official plan documents, the plan documents will control.**

If you are applying for insurance under a policy issued in one of the states listed below, or if you reside in one of the states listed below, one of the following state warnings may apply to you:

New York [only applies to Accident and Health Benefits (AD&D/VAD&D)]: I know it is a crime to fill out this form with facts I know are false or to leave out facts I know are important. I know that if I do this, I may also have to pay a civil penalty of up to \$5,000 plus the value of the claim.

Florida: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Massachusetts: Any person who knowingly and with intent to defraud any insurance

https://workplaceservices300.fidelity.com/netbenefits/health&welfare/HOBS_confirm.asp?suppr... 10/30/2006

company or other person files an application for Insurance or a statement of claim containing any material false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, and may subject such person to criminal and civil penalties.

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

Oklahoma: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the process of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Kansas and Oregon: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud, and may be subject to criminal and civil penalties.

Virginia: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, files a claim containing a false or deceptive statement may have violated state law.

If you are applying for coverage under a self-funded plan or insurance under a policy issued in any state other than those listed above, or if you reside in any state other than those listed above, note the following warning:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Important Flexible Spending Account Information

It is your responsibility to ensure the FSA-Health and/or FSA-Dependent Care elections are consistent with your expected plan year eligible expenses as defined under the Plan. Any FSA-Health or FSA-Dependent Care contributions not used during the plan year are subject to forfeiture.

Dependent Information

Our records show the dependents listed on the Dependent information screen. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Salaried Health Care Program, or the comparable GMAC LLC program, as applicable. For assistance in determining the eligibility of your dependents for coverage under the programs available to you, see the Guide to Dependent Eligibility, which is available in the **Reference Library**.

It is your responsibility to provide accurate and up-to-date dependent information; otherwise, coverage may not be provided to your dependent(s).

If any health care benefits are paid on behalf of ineligible dependents, you will be responsible for repaying the overpayment. If you should fail to repay the overpayment promptly, the amount will be deducted from your other benefits or compensation, or may be recovered by other legal means.

You are required to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent has a primary residence with you, but is away from home attending school full-time, you are not required to provide address information.

Select the **Covered Dependents** tab from the **Details** link for that plan to correct or change your dependent's name or Social Security number. To change other dependent information, contact a service representative at the telephone number listed on the bottom of the screen for assistance.

Client Information

The information presented in this application briefly describes certain General Motors Salaried Health Care Program features, or the comparable GMAC LLC program, as applicable, as well as other

programs and benefits. It does not cover all the details about the Programs - which are found in plan documents that have the final word over any other oral or written statement. General Motors or GMAC LLC, as applicable, reserves the right to amend, modify, suspend or terminate any of its benefit plans or programs at any time by the action of the Board of Directors, or individual or other committee expressly authorized by the Board to take such action. This application - and the benefits described within - do not imply any guarantees.

Making Changes During the Year

Generally, you cannot change your pre-tax benefit elections during the plan year other than at annual enrollment unless you experience a life event change.

You will have the opportunity to review your plans in the fall for the next plan year. Generally, you cannot change your benefit elections during the plan year, except in the case of a life event change. All life event changes must be reported within 31 days.

You must be actively at work on the effective date of coverage. If the effective date is not a regularly scheduled work day, the life insurance will become effective on such date provided you are actively at work on the last regularly scheduled work day prior to the effective date. If not actively at work, the effective date of coverage will be postponed until you return to active work.

Payroll Deductions

Your employer, whether General Motors or its subsidiaries or if applicable GMAC LLC or its subsidiaries or affiliates, will deduct from each paycheck the amount necessary, if any, to pay for your benefit elections.

Once you are done reviewing this confirmation you can:

- ☒ Return to the [Health and Insurance Home Page](#).
- ☒ Go back and make changes to [Your Enrollments](#).

Questions? Find out [who to contact](#).

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CONFIRMATION STATEMENT

GM Benefits & Services Center
gmbenefits.com
1-800-489-4646

4.GM-H-502B ENV# GM11130490001000186

TTY Service for the Hearing or Speech Impaired
1-877-347-5225

RICHARD F. ZMIERSKI
4088 VILLAGER
ORION, MI 48359

Overseas Calls

Dial your country's toll-free AT&T Direct access number, then enter 877-833-9900. In the U.S., call 1-800-331-1140 to obtain AT&T Direct access numbers. From anywhere in the world, access numbers are available online at www.att.com/traveler or from your local operator.

Dear RICHARD F. ZMIERSKI:

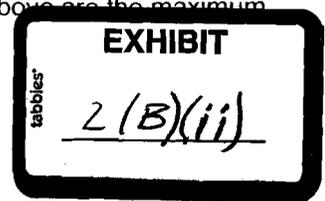
This statement confirms your 2007 benefit elections and contributions. Please review this statement carefully and retain it for your records. You can also access this information through the **Enrollment** link on gmbenefits.com. Once you log on, simply click on 2007 Benefits.

If you have any questions, please call the GM Benefits & Services Center toll-free at 1-800-489-4646, Monday through Friday between 7:30 a.m. and 6:00 p.m. Eastern Time zone, to speak with a Customer Service Associate.

Plan	Option	Family Status / Coverage Volume	Your 2007 Monthly Contribution	
			Pre-Tax	After-Tax
Medical	HMO Health Alliance Plan - MI (S)	Self + Family	\$100.00	\$0.00
Extended Care Coverage (ECC)	Extended Care Coverage	Self + Family	\$19.00	\$0.00
Dental	Traditional Delta Dental	Self + Family	\$23.00	\$0.00
Vision	Cole Managed Vision (S)	Self + Family	\$3.00	\$0.00
Health Care Spending Account	Flexible Spending Account - Health	\$2,400	\$200.00	\$0.00
Dependent Care Spending Account	No Coverage		\$0.00	\$0.00
Basic Life Insurance	2 X Annual Base Salary	\$220,300	\$0.00	\$0.00
Optional Life Insurance	3 X Annual Base Salary	\$330,400	\$0.00	\$218.06
Dependent Life Insurance - Spouse		No Coverage	\$0.00	\$0.00
Dependent Life Insurance - Child**		No Coverage	\$0.00	\$0.00
Personal Accident Insurance - Employee		\$100,000	\$0.00	\$1.50
Personal Accident Insurance - Spouse		\$100,000	\$0.00	\$1.50
Personal Accident Insurance - Child		\$50,000	\$0.00	\$1.60
Sickness and Accident Insurance			\$0.00	\$0.00
Extended Disability Benefits			\$0.00	\$0.00
Flexible Compensation Plan	4 Paid Days Off + Cash Lump Sum	\$1,200	\$0.00	\$0.00
Financial Planning	No Coverage		\$0.00	\$0.00
Subtotals			\$345.00	\$222.66
TOTAL MONTHLY CONTRIBUTIONS			\$567.66	

Note: The (S or RS) after a benefit option is used for administrative purposes only.

** The election you have made requires Proof of Good Health. The coverage amounts shown above are the maximum amount of coverage allowed without Proof of Good Health.



DEPENDENT INFORMATION

This section lists your dependents on record as of January 1, 2007. Please be advised that this statement is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Salaried Health Care Program. For assistance in determining dependent eligibility under the programs available to you, see the Guide to Dependent Eligibility, which is available online in the **Reference Library** by accessing the Health Care or Life Insurance links on gmbenefits.com.

Note: You may not alter your coverages during the year, unless you experience a life event change.

If you need to update any of the information below, you must immediately call the GM Benefits & Services Center at 1-800-489-4646, Monday through Friday between 7:30 a.m. and 6:00 p.m. Eastern Time zone, to speak with a Customer Service Associate.

No.	Name (and address if different from participant's)	Date of Birth	Relationship	Gender	Coverage			
					Medical	ECC	Dental	Vision
1	KAREN S. ZMIERSKI	11/04/1955	Spouse	F	Y	Y	Y	Y
2	JESSICA N. ZMIERSKI	09/26/1988	Child	F	Y	Y	Y	Y
3	RYAN A. ZMIERSKI	03/25/1992	Child	M	Y	Y	Y	Y

Our records show that all of your eligible dependents maintain their primary residence at the address listed on page one.

PAYMENT METHOD

By enrolling in one or more of the plans listed in this Confirmation Statement, you acknowledge and agree that:

- You will make the required contributions for such coverage to remain in force.
- GM will deduct from your pay/benefit the amount necessary, if any, to pay for your benefit elections.

WHO TO CONTACT

Plan	Option	Phone Number
Medical	HMO Health Alliance Plan - MI (S)	800-422-4641
Dental	Traditional Delta Dental	800-870-9988
Vision	Cole Managed Vision (S)	800-638-0166

2008

[Print](#) [Close](#)

Your Current Benefits

2008 Benefits

These are the benefits you have as of today.

Health Benefits

Medical: HMO Health Alliance Plan - MI (RS) (Self + Family)

You should know:

An HMO requires use of network providers. A copay is now also required for outpatient services and tests, including, but not limited to, physical therapy, lab work, x-rays, radiation, and chemotherapy.

Covered Dependents

Karen S. Zmierski
Jessica N. Zmierski
Ryan A. Zmierski

Calendar Monthly Cost

\$140.00
(After-Tax)

Health Savings Account: No Health Savings Account with Bank of America

You should know:

To take advantage of the Bank of America Health Savings Account you must enroll in either Health Savings Account PPO - BCBS or Health Savings Account PPO - CIGNA/HAP. If you are on Medicare you are not eligible to contribute to a Health Savings Account.

Calendar Monthly Cost

\$0.00

Extended Care Coverage (ECC): Extended Care Coverage (Self + Family)

You should know:

If you elect No Coverage - ECC, you are permanently excluded from future re-enrollment unless you waive medical coverage to be covered as a dependent of another GM Salaried employee or retiree who has ECC.

Covered Dependents

Karen S. Zmierski
Jessica N. Zmierski
Ryan A. Zmierski

Calendar Monthly Cost

\$19.00
(After-Tax)

Dental: Traditional Delta Dental (RS) (Self + Family)

Covered Dependents

Karen S. Zmierski
Jessica N. Zmierski
Ryan A. Zmierski

Calendar Monthly Cost

\$23.00
(After-Tax)

Vision: Cole Managed Vision (S) (Self + Family)

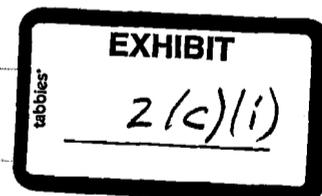
Covered Dependents

Karen S. Zmierski
Jessica N. Zmierski
Ryan A. Zmierski

Calendar Monthly Cost

\$3.00
(After-Tax)

Other Benefits



**Flexible Compensation Payment (FCP): Flexible
Compensation Payment (FCP) (4 Paid Days Off + Cash
Lump Sum, volume: \$1,200.00)**

Calendar
Monthly Cost

You should know:

\$0.00

The Flexible Compensation Payment for salaried Regular Active and Flexible Service employees is being suspended for 2009. However, eligible employees will be granted additional vacation days in 2009. See "Your GM Benefits" for details.

Accounts

Health Care Spending Account (HCSA): No Coverage - HCSA

Calendar
Monthly Cost

\$0.00

Before-Tax: \$0.00

After-Tax: \$185.00

Calendar Monthly Total Cost: \$185.00

Important Legal and Administrative Information

Terms and Conditions

By enrolling in one or more of the plans, you agree to the following terms and conditions:

You understand that General Motors will enroll you for the health care options you have selected for which you are eligible, and which you have not waived or canceled, with the appropriate carrier(s) as determined by General Motors.

You agree to make any required contributions so that health care coverage for you and your enrolled dependents remains in force. You authorize General Motors Corporation and its wholly-owned subsidiaries, until this authorization is revoked by you in writing, to deduct in advance each month from any earned or accrued wages or plan benefits due you, such amounts as may be necessary to pay the contributions as are now in effect or may be determined in the future for coverage which is now or may become available on behalf of yourself and any enrolled dependents. If in any month you are not eligible to receive any earned or accrued wages or plan benefits, you agree to pay in cash to General Motors Corporation any required contributions on or before the first of the month for which health care coverage for you or any listed dependent is to be provided. To the extent allowed by applicable law, you authorize General Motors Corporation and its wholly owned subsidiaries, or the trustee of certain General Motors Corporation Benefits funds, to deduct from any earned or accrued wages or benefits, any monies to repay health care or other benefits paid in error on behalf of you and your dependents.

Student Status Verification

If you have a dependent child over age 19 who is a full-time student, you need to call the GM Benefits & Services Center to verify student status.

Dependent Information

Our records show the dependents listed on the Dependent information screen. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Salaried Health Care Program. For assistance in determining the eligibility of your dependents for coverage under the program available to you, see the Guide to Dependent Eligibility, which is available in the **Reference Library**.

It is your responsibility to provide accurate and up-to-date dependent information; otherwise, coverage may not be provided to your dependent(s).

If any health care benefits are paid on behalf of ineligible dependents, you will be responsible for repaying the overpayment. If you should fail to repay the overpayment promptly, the amount will be deducted from your other benefits or compensation, or may be recovered by other legal means.

You are required to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent has a primary residence with you, but is away from home attending school full-time, you are not required to provide address information.

Select the **Covered Dependents** tab from the **Details** link for that plan to correct or change your dependent's name or Social Security number. To change other dependent information, contact a service representative at the telephone number listed on the bottom of the screen for assistance.

Client Information

The information presented in this application briefly describes certain General Motors Salaried Health Care Program features, as well as other programs and benefits. It does not cover all the details about the Programs - which are found in plan documents that have the final word over any other oral or written statement. General Motors reserves the right to amend, modify, suspend or terminate any of its benefit plans or programs at any time by the action of the Board of Directors, or individual or other committee expressly authorized by the Board to take such action. This application - and the benefits described within - do not imply any guarantees.

Making Changes During the Year

Generally, you cannot change your benefit elections during the plan year other than annual enrollment, unless you experience a life event change.

Terms and Conditions

By enrolling in one or more of the plans, you agree to the following terms and conditions:

You understand that General Motors will enroll you for the health care options you have selected for which you are eligible, and which you have not waived or canceled, with the appropriate carrier(s) as determined by General Motors.

You agree to make any required contributions so that health care coverage for you and your enrolled dependents remains in force. You authorize General Motors Corporation and its wholly-owned subsidiaries, until this authorization is revoked by you in writing, to deduct in advance each month from any earned or accrued wages or plan benefits due you, such amounts as may be necessary to pay the contributions as are now in effect or may be determined in the future for coverage which is now or may become available on behalf of yourself and any enrolled dependents. If in any month you are not eligible to receive any earned or accrued wages or plan benefits, you agree to pay in cash to General Motors Corporation any required contributions on or before the first of the month for which health care coverage for you or any listed dependent is to be provided. To the extent allowed by applicable law, you authorize General Motors Corporation and its wholly owned subsidiaries, or the trustee of certain General Motors Corporation Benefits funds, to deduct from any earned or accrued wages or benefits, any monies to repay health care or other benefits paid in error on behalf of you and your dependents.

Dependent Information

Our records show the dependents listed on the Dependent information screen. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Salaried Health Care Program. For assistance in determining the eligibility of your dependents for coverage under the program available to you, see the Guide to Dependent Eligibility, available in the **Reference Library**.

It is your responsibility to provide accurate and up-to-date dependent information. It is very important that your dependent's information is accurate and up-to-date; otherwise, coverage may not be provided to your dependent(s).

If any health care benefits are paid on behalf of ineligible dependents, you will be responsible for repaying the overpayment. If you should fail to repay the overpayment promptly, the amount will be deducted from your other benefits or compensation, or may be recovered by other legal means.

You are required to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent is away from home attending school, he or she is considered to maintain his or her primary residence with you. Therefore, you are not required to provide address information.

Select the **Covered Dependents** tab from the **Details** link for that plan to correct or change your dependent's name or Social Security number. To change other dependent information, contact a service representative at the telephone number listed on the bottom of the screen for assistance.

Client Information

The information presented in this application briefly describes certain General Motors Salaried Health Care Program features, as well as other programs and benefits. It does not cover all the details about the Programs - which are found in plan documents that have the final word over any other oral or written statement. General Motors reserves the right to amend, modify, suspend or terminate any of its benefit plans or programs at any time by the action of the Board of Directors, or individual or other committee expressly authorized by the Board to take such action. This application - and the benefits described within - do not imply any guarantees.

Making Changes During the Year

You will have the opportunity to review your health care plans in the fall for the next plan year. Generally, you cannot change your benefit elections during the plan year, except in the case of a life event change. All life event changes must be reported within 31 days.

Terms and Conditions

By enrolling in one or more of the plans, you agree to the following terms and conditions:

You understand that General Motors will enroll you for the health care options you have selected for which you are eligible, and which you have not waived or canceled, with the appropriate carrier(s) as determined by General Motors.

You agree to make any required contributions so that health care coverage for you and your enrolled dependents remains in force. You agree to pay in cash to General Motors Corporation any required contributions for which health care coverage for you or any listed dependent is to be provided.

Dependent Information

Our records show the dependents listed on the Dependent information screen. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Health Care Program. For assistance in determining the eligibility of your dependents for coverage under the program available to you, see the Guide to Dependent Eligibility, available in the **Reference Library**.

It is your responsibility to provide accurate and up-to-date dependent information; otherwise, coverage may not be provided to your dependent(s).

If any health care benefits are paid on behalf of ineligible dependents, you will be responsible for repaying the overpayment. If you should fail to repay the overpayment promptly, the amount will be deducted from your other benefits or compensation, or may be recovered by other legal means.

You are required to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent has a primary residence with you, but is away from home attending school full-time, you are not required to provide address information.

Select the **Covered Dependents** tab from the **Details** link for that plan to correct or change your dependent's name or Social Security number. To change other dependent information, contact a service representative at the telephone number listed on the bottom of the screen for assistance.

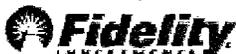
Client Information

The information presented in this application briefly describes certain health care Program features, as well as other programs and benefits. It does not cover all the details about the Programs - which are found in plan documents that have the final word over any other oral or written statement. General Motors reserves the right to amend, modify, suspend or terminate any of its benefit plans or programs at any time by the action of the Board of Directors, or individual or other committee expressly authorized by the Board to take such action. This application - and the benefits described within - do not imply any guarantees.

Making Changes During the Year

You will have the opportunity to review your benefits in the fall for the next plan year. Generally, you cannot change your benefit elections during the plan year, except in the case of a life event change.

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YOUR RETIREMENT BENEFITS PREVIEW

GM Benefits & Services Center
gmbenefits.com
1-800-489-4646

4 GM-H-457A ENV# GM09250739001001994

RICHARD F. ZMIERSKI
4088 VILLAGER
ORION, MI 48359

TTY Service for the Hearing or Speech Impaired
1-877-347-5225

Overseas Calls

Dial your country's toll-free AT&T Direct® access number then enter 877-833-9900. In the U.S., call 1-800-331-1140 to obtain AT&T Direct access numbers. From anywhere in the world, access numbers are available online at www.att.com/traveler or from your local operator.

STATEMENT DATE: September 24, 2008

Dear RICHARD F. ZMIERSKI:

This Preretirement Modeling Statement includes a listing of the health care coverage that may be available to you upon retirement depending on your eligibility for such benefits, the projected date of your retirement and/or your current address. If you modeled more than one retirement date, you will see the plans associated with each scenario listed separately. If you want to see what plans would be available if you were to move (based on your new zip code), please call the GM Benefits & Services Center, and select option 3.

* If you do not want to make any changes to your health care plans prior to your retirement date, no action is necessary at this time. You will keep the same plans you had as an active employee, unless you need to choose a medical plan that coordinates with Medicare.

* If you want or need to make a change to your health care plans, you may make your health care elections for coverage in retirement by calling the GM Benefits & Services Center at this time. The elections that you make will take effect on the date you retire and a Confirmation Statement will be mailed to your home confirming your health care elections.

Once you retire, you will receive a Personal Fact Sheet similar to this statement, and retirement enrollment materials. You may also review Your Benefits in Retirement booklet (Summary Plan Description) which is available online in the Reference Library in the Health & Insurance link. To access the guide and other retirement information go to gmbenefits.com and click the Health Care link. Once you log on, click the Reference Library.

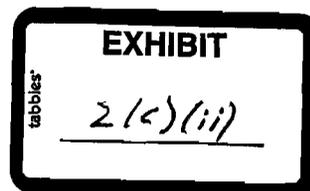
* You will receive information on your life insurance coverage from MetLife upon your retirement.

If you have a service date prior to January 1, 1993, under the current plan rules, a reduction in your Basic Life Insurance coverage will occur on your date of retirement and again on your 10th anniversary of retirement. On the date of retirement your coverage will reduce to 1 times your annual base salary and will reduce an additional 50% 10 years later. You may decrease or cancel your contributory life insurance coverages; however, you may not increase your coverage or enroll in new coverage.

You will select your payment method during your retirement initiation process. At that time you will be offered two payment methods to choose from: either monthly after-tax retirement check deductions or monthly invoices. If the amount in your retirement check is not sufficient to cover this cost, then monthly invoices will be sent to you and you will be responsible for making the monthly contribution payments for your elected benefits. Your authorization applies for as long as you have coverage, even though the contribution amount may change each year. You may change your payment method authorization at any time. To request a form to authorize or to revoke authorization, contact the GM Benefits & Services Center.

All other coverage will terminate on the last day of the month in which you retire.

You may cover your eligible dependents who were on file prior to your retirement. If you have any questions regarding dependent eligibility, please call the GM Benefits & Services Center or review the Guide to Dependent Eligibility, located in the Reference Library.



DEPENDENT INFORMATION

Our records show the dependents listed below. Please be advised that this statement is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Salaried Health Care Program. For assistance in determining dependent eligibility under the programs available to you, see the Guide to Dependent Eligibility, which is available online in the **Reference Library**.

It is your responsibility to provide accurate and up-to-date dependent information; otherwise, coverage may not be provided to your dependent(s). **If any health care benefits are paid on behalf of ineligible dependents, you will be responsible for repaying the overpayment. If you should fail to repay the overpayment promptly, the amount will be deducted from your other benefits or compensation or may be recovered by other legal means.**

You are required to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent has a primary residence with you, but is away from home attending school full-time, you are not required to provide address information.

If you need to correct any of the information below* or if any of your eligible dependents do not maintain their primary residence at the address on the first page of this Personal Fact Sheet, you may correct the information by clicking the Health Care links on gmbenefits.com. If you do not have Internet access, call the GM Benefits & Services Center toll-free at 1-800-489-4646, Monday through Friday between 7:30 a.m. and 6:00 p.m. Eastern Time zone, to speak with a Customer Service Associate.

*** You may correct the following information for a dependent by logging on to gmbenefits.com: First Name, Middle Initial, Last Name, Gender and Address (US Only).**

No.	Name (and address if different from participant's)	Date of Birth	Relationship	Gender	Coverage			
					Med	ECC	Den	Vis
1	KAREN S. ZMIERSKI	11/04/1955	Spouse	F	Y	Y	N	Y
2	JESSICA N. ZMIERSKI	09/26/1988	Child	F	Y	Y	N	Y
3	RYAN A. ZMIERSKI	03/25/1992	Child	M	Y	Y	N	Y

Our records show that all of your eligible dependents maintain their primary residence at the address listed on page one.

2009

From: GM BENEFITS AND SERVICES CENTER <BenefitsCenter@Fidelity.com>
To: RICHARD F ZMIERSKI <rfzmierski@comcast.net>
Subject: Your Health and Insurance Enrollment Confirmation
Date: Tuesday, November 18, 2008 9:11:59 PM

**Your Health & Insurance
ENROLLMENT IS COMPLETE**

You have successfully completed your benefit elections for the following event: 2009 Enrollment.



Your elections were saved on November 18, 2008 at 9:07:38 PM EST, and your confirmation number is 083232107388884W.

For more information about the benefits that you have elected go to www.gmbenefits.com. Once you log on, select the **Health & Insurance** tab, and click on **2009 Benefits**. For specific questions about claims or covered services, contact your carrier directly. Carrier information can be found on the **Who to Contact** link, also located on the **Health & Insurance** tab.

Sincerely,

The GM Benefits and Services Center

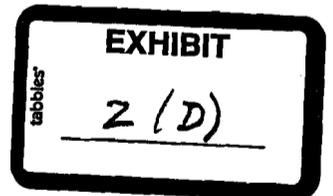
This message has been sent to you at the request of your employer to inform you of your health and insurance benefit elections.

Please do not reply to this message.

All rights reserved. [Privacy Policy](#)

D 01/05/04 4611 p02 r05

Your workplace benefits account is currently set to send e-mails of the following type: Confirmations of One-Time Transactions. To change this e-mail setting click: [Stop receiving e-mails of this type](#). Note: You will be required to log in to NetBenefits.
Reference ID: 3012818738



1 Review Your Dependent Information

2 Review, Research or Update Your Benefits

3 Confirmation of Your Benefit Elections

Confirmation of Benefit Elections for Richard Zmierski

You have successfully submitted your elections. Your benefit elections were saved on November 18, 2008 at 9:07:38 PM ET. Your confirmation number is **083232107388884W**.

Please take a few more to complete our [Survey](#) should take no longer than 1 minutes.

Print this confirmation for your records. 

[Return to the Health & Insurance Home Page](#)
Health Benefits

Medical: HMO Health Alliance Plan - MI (RS) (Self + Family)

You should know:

An HMO requires use of network providers. A copay is now also required for outpatient services and tests, including, but not limited to, physical therapy, lab work, x-rays, radiation, and chemotherapy.

Covered Dependents

Karen S. Zmierski
 Jessica N. Zmierski
 Ryan A. Zmierski

Calendar Monthly Cost

\$195.00
 (After-Tax)

Health Savings Account: No Health Savings Account with Bank of America

You should know:

To take advantage of the Bank of America Health Savings Account you must enroll in either Health Savings Account PPO - BCBS or Health Savings Account PPO - CIGNA/HAP. If you are on Medicare you are not eligible to contribute to a Health Savings Account.

Calendar Monthly Cost

\$0.00

Extended Care Coverage (ECC): Extended Care Coverage (Self + Family)

You should know:

If you elect No Coverage - ECC, you are permanently excluded from future re-enrollment unless you waive medical coverage to be covered as a dependent of another GM Salaried employee or retiree who has ECC.

Covered Dependents

Karen S. Zmierski
 Jessica N. Zmierski
 Ryan A. Zmierski

Calendar Monthly Cost

\$19.00
 (After-Tax)

Dental: Traditional Delta Dental (RS) (Self + Family)

Covered Dependents

Karen S. Zmierski
 Jessica N. Zmierski
 Ryan A. Zmierski

Calendar Monthly Cost

\$28.00
 (After-Tax)

Vision: Cole Managed Vision (S) (Self + Family)

Covered Dependents

Karen S. Zmierski

Calendar Monthly Cost

\$9.00
 (After-Tax)

Jessica N.
Zmierski
Ryan A. Zmierski

Before-Tax: \$0.00

After-Tax: \$251.00

Calendar Monthly Total Cost: \$251.00



CONFIRMATION STATEMENT

GM Benefits & Services Center
gmbenefits.com
1-800-489-4646

4.GM-H-502B ENV# GM11130490001000186

TTY Service for the Hearing or Speech Impaired
1-877-347-5225

RICHARD F. ZMIERSKI
4088 VILLAGER
ORION, MI 48359

Overseas Calls

Dial your country's toll-free AT&T Direct access number, then enter 877-833-9900. In the U.S., call 1-800-331-1140 to obtain AT&T Direct access numbers. From anywhere in the world, access numbers are available online at www.att.com/traveler or from your local operator.

Dear RICHARD F. ZMIERSKI:

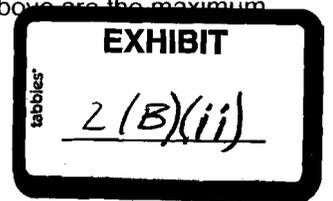
This statement confirms your 2007 benefit elections and contributions. Please review this statement carefully and retain it for your records. You can also access this information through the **Enrollment** link on gmbenefits.com. Once you log on, simply click on 2007 Benefits.

If you have any questions, please call the GM Benefits & Services Center toll-free at 1-800-489-4646, Monday through Friday between 7:30 a.m. and 6:00 p.m. Eastern Time zone, to speak with a Customer Service Associate.

Plan	Option	Family Status / Coverage Volume	Your 2007 Monthly Contribution	
			Pre-Tax	After-Tax
Medical	HMO Health Alliance Plan - MI (S)	Self + Family	\$100.00	\$0.00
Extended Care Coverage (ECC)	Extended Care Coverage	Self + Family	\$19.00	\$0.00
Dental	Traditional Delta Dental	Self + Family	\$23.00	\$0.00
Vision	Cole Managed Vision (S)	Self + Family	\$3.00	\$0.00
Health Care Spending Account	Flexible Spending Account - Health	\$2,400	\$200.00	\$0.00
Dependent Care Spending Account	No Coverage		\$0.00	\$0.00
Basic Life Insurance	2 X Annual Base Salary	\$220,300	\$0.00	\$0.00
Optional Life Insurance	3 X Annual Base Salary	\$330,400	\$0.00	\$218.06
Dependent Life Insurance - Spouse		No Coverage	\$0.00	\$0.00
Dependent Life Insurance - Child**		No Coverage	\$0.00	\$0.00
Personal Accident Insurance - Employee		\$100,000	\$0.00	\$1.50
Personal Accident Insurance - Spouse		\$100,000	\$0.00	\$1.50
Personal Accident Insurance - Child		\$50,000	\$0.00	\$1.60
Sickness and Accident Insurance			\$0.00	\$0.00
Extended Disability Benefits			\$0.00	\$0.00
Flexible Compensation Plan	4 Paid Days Off + Cash Lump Sum	\$1,200	\$0.00	\$0.00
Financial Planning	No Coverage		\$0.00	\$0.00
Subtotals			\$345.00	\$222.66
TOTAL MONTHLY CONTRIBUTIONS			\$567.66	

Note: The (S or RS) after a benefit option is used for administrative purposes only.

** The election you have made requires **Proof of Good Health**. The coverage amounts shown above are the maximum amount of coverage allowed without Proof of Good Health.



DEPENDENT INFORMATION

This section lists your dependents on record as of January 1, 2007. Please be advised that this statement is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Salaried Health Care Program. For assistance in determining dependent eligibility under the programs available to you, see the Guide to Dependent Eligibility, which is available online in the **Reference Library** by accessing the Health Care or Life Insurance links on gmbenefits.com.

Note: You may not alter your coverages during the year, unless you experience a life event change.

If you need to update any of the information below, you must immediately call the GM Benefits & Services Center at 1-800-489-4646, Monday through Friday between 7:30 a.m. and 6:00 p.m. Eastern Time zone, to speak with a Customer Service Associate.

No.	Name (and address if different from participant's)	Date of Birth	Relationship	Gender	Coverage			
					Medical	ECC	Dental	Vision
1	KAREN S. ZMIERSKI	11/04/1955	Spouse	F	Y	Y	Y	Y
2	JESSICA N. ZMIERSKI	09/26/1988	Child	F	Y	Y	Y	Y
3	RYAN A. ZMIERSKI	03/25/1992	Child	M	Y	Y	Y	Y

Our records show that all of your eligible dependents maintain their primary residence at the address listed on page one.

PAYMENT METHOD

By enrolling in one or more of the plans listed in this Confirmation Statement, you acknowledge and agree that:

- You will make the required contributions for such coverage to remain in force.
- GM will deduct from your pay/benefit the amount necessary, if any, to pay for your benefit elections.

WHO TO CONTACT

Plan	Option	Phone Number
Medical	HMO Health Alliance Plan - MI (S)	800-422-4641
Dental	Traditional Delta Dental	800-870-9988
Vision	Cole Managed Vision (S)	800-638-0166

2008

[Print](#) [Close](#)

Your Current Benefits

2008 Benefits

These are the benefits you have as of today.

Health Benefits

Medical: HMO Health Alliance Plan - MI (RS) (Self + Family)

You should know:

An HMO requires use of network providers. A copay is now also required for outpatient services and tests, including, but not limited to, physical therapy, lab work, x-rays, radiation, and chemotherapy.

Covered Dependents

Karen S. Zmierski
Jessica N. Zmierski
Ryan A. Zmierski

Calendar Monthly Cost

\$140.00
(After-Tax)

Health Savings Account: No Health Savings Account with Bank of America

You should know:

To take advantage of the Bank of America Health Savings Account you must enroll in either Health Savings Account PPO - BCBS or Health Savings Account PPO - CIGNA/HAP. If you are on Medicare you are not eligible to contribute to a Health Savings Account.

Calendar Monthly Cost

\$0.00

Extended Care Coverage (ECC): Extended Care Coverage (Self + Family)

You should know:

If you elect No Coverage - ECC, you are permanently excluded from future re-enrollment unless you waive medical coverage to be covered as a dependent of another GM Salaried employee or retiree who has ECC.

Covered Dependents

Karen S. Zmierski
Jessica N. Zmierski
Ryan A. Zmierski

Calendar Monthly Cost

\$19.00
(After-Tax)

Dental: Traditional Delta Dental (RS) (Self + Family)

Covered Dependents

Karen S. Zmierski
Jessica N. Zmierski
Ryan A. Zmierski

Calendar Monthly Cost

\$23.00
(After-Tax)

Vision: Cole Managed Vision (S) (Self + Family)

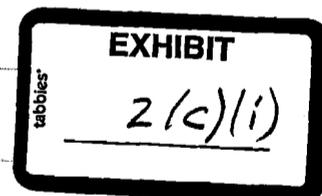
Covered Dependents

Karen S. Zmierski
Jessica N. Zmierski
Ryan A. Zmierski

Calendar Monthly Cost

\$3.00
(After-Tax)

Other Benefits



**Flexible Compensation Payment (FCP): Flexible
Compensation Payment (FCP) (4 Paid Days Off + Cash
Lump Sum, volume: \$1,200.00)**

Calendar
Monthly Cost

You should know:

\$0.00

The Flexible Compensation Payment for salaried Regular Active and Flexible Service employees is being suspended for 2009. However, eligible employees will be granted additional vacation days in 2009. See "Your GM Benefits" for details.

Accounts

Health Care Spending Account (HCSA): No Coverage - HCSA

Calendar
Monthly Cost

\$0.00

Before-Tax: \$0.00

After-Tax: \$185.00

Calendar Monthly Total Cost: \$185.00

Important Legal and Administrative Information

Terms and Conditions

By enrolling in one or more of the plans, you agree to the following terms and conditions:

You understand that General Motors will enroll you for the health care options you have selected for which you are eligible, and which you have not waived or canceled, with the appropriate carrier(s) as determined by General Motors.

You agree to make any required contributions so that health care coverage for you and your enrolled dependents remains in force. You authorize General Motors Corporation and its wholly-owned subsidiaries, until this authorization is revoked by you in writing, to deduct in advance each month from any earned or accrued wages or plan benefits due you, such amounts as may be necessary to pay the contributions as are now in effect or may be determined in the future for coverage which is now or may become available on behalf of yourself and any enrolled dependents. If in any month you are not eligible to receive any earned or accrued wages or plan benefits, you agree to pay in cash to General Motors Corporation any required contributions on or before the first of the month for which health care coverage for you or any listed dependent is to be provided. To the extent allowed by applicable law, you authorize General Motors Corporation and its wholly owned subsidiaries, or the trustee of certain General Motors Corporation Benefits funds, to deduct from any earned or accrued wages or benefits, any monies to repay health care or other benefits paid in error on behalf of you and your dependents.

Student Status Verification

If you have a dependent child over age 19 who is a full-time student, you need to call the GM Benefits & Services Center to verify student status.

Dependent Information

Our records show the dependents listed on the Dependent information screen. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Salaried Health Care Program. For assistance in determining the eligibility of your dependents for coverage under the program available to you, see the Guide to Dependent Eligibility, which is available in the **Reference Library**.

It is your responsibility to provide accurate and up-to-date dependent information; otherwise, coverage may not be provided to your dependent(s).

If any health care benefits are paid on behalf of ineligible dependents, you will be responsible for repaying the overpayment. If you should fail to repay the overpayment promptly, the amount will be deducted from your other benefits or compensation, or may be recovered by other legal means.

You are required to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent has a primary residence with you, but is away from home attending school full-time, you are not required to provide address information.

Select the **Covered Dependents** tab from the **Details** link for that plan to correct or change your dependent's name or Social Security number. To change other dependent information, contact a service representative at the telephone number listed on the bottom of the screen for assistance.

Client Information

The information presented in this application briefly describes certain General Motors Salaried Health Care Program features, as well as other programs and benefits. It does not cover all the details about the Programs - which are found in plan documents that have the final word over any other oral or written statement. General Motors reserves the right to amend, modify, suspend or terminate any of its benefit plans or programs at any time by the action of the Board of Directors, or individual or other committee expressly authorized by the Board to take such action. This application - and the benefits described within - do not imply any guarantees.

Making Changes During the Year

Generally, you cannot change your benefit elections during the plan year other than annual enrollment, unless you experience a life event change.

Terms and Conditions

By enrolling in one or more of the plans, you agree to the following terms and conditions:

You understand that General Motors will enroll you for the health care options you have selected for which you are eligible, and which you have not waived or canceled, with the appropriate carrier(s) as determined by General Motors.

You agree to make any required contributions so that health care coverage for you and your enrolled dependents remains in force. You authorize General Motors Corporation and its wholly-owned subsidiaries, until this authorization is revoked by you in writing, to deduct in advance each month from any earned or accrued wages or plan benefits due you, such amounts as may be necessary to pay the contributions as are now in effect or may be determined in the future for coverage which is now or may become available on behalf of yourself and any enrolled dependents. If in any month you are not eligible to receive any earned or accrued wages or plan benefits, you agree to pay in cash to General Motors Corporation any required contributions on or before the first of the month for which health care coverage for you or any listed dependent is to be provided. To the extent allowed by applicable law, you authorize General Motors Corporation and its wholly owned subsidiaries, or the trustee of certain General Motors Corporation Benefits funds, to deduct from any earned or accrued wages or benefits, any monies to repay health care or other benefits paid in error on behalf of you and your dependents.

Dependent Information

Our records show the dependents listed on the Dependent information screen. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Salaried Health Care Program. For assistance in determining the eligibility of your dependents for coverage under the program available to you, see the Guide to Dependent Eligibility, available in the **Reference Library**.

It is your responsibility to provide accurate and up-to-date dependent information. It is very important that your dependent's information is accurate and up-to-date; otherwise, coverage may not be provided to your dependent(s).

If any health care benefits are paid on behalf of ineligible dependents, you will be responsible for repaying the overpayment. If you should fail to repay the overpayment promptly, the amount will be deducted from your other benefits or compensation, or may be recovered by other legal means.

You are required to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent is away from home attending school, he or she is considered to maintain his or her primary residence with you. Therefore, you are not required to provide address information.

Select the **Covered Dependents** tab from the **Details** link for that plan to correct or change your dependent's name or Social Security number. To change other dependent information, contact a service representative at the telephone number listed on the bottom of the screen for assistance.

Client Information

The information presented in this application briefly describes certain General Motors Salaried Health Care Program features, as well as other programs and benefits. It does not cover all the details about the Programs - which are found in plan documents that have the final word over any other oral or written statement. General Motors reserves the right to amend, modify, suspend or terminate any of its benefit plans or programs at any time by the action of the Board of Directors, or individual or other committee expressly authorized by the Board to take such action. This application - and the benefits described within - do not imply any guarantees.

Making Changes During the Year

You will have the opportunity to review your health care plans in the fall for the next plan year. Generally, you cannot change your benefit elections during the plan year, except in the case of a life event change. All life event changes must be reported within 31 days.

Terms and Conditions

By enrolling in one or more of the plans, you agree to the following terms and conditions:

You understand that General Motors will enroll you for the health care options you have selected for which you are eligible, and which you have not waived or canceled, with the appropriate carrier(s) as determined by General Motors.

You agree to make any required contributions so that health care coverage for you and your enrolled dependents remains in force. You agree to pay in cash to General Motors Corporation any required contributions for which health care coverage for you or any listed dependent is to be provided.

Dependent Information

Our records show the dependents listed on the Dependent information screen. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Health Care Program. For assistance in determining the eligibility of your dependents for coverage under the program available to you, see the Guide to Dependent Eligibility, available in the **Reference Library**.

It is your responsibility to provide accurate and up-to-date dependent information; otherwise, coverage may not be provided to your dependent(s).

If any health care benefits are paid on behalf of ineligible dependents, you will be responsible for repaying the overpayment. If you should fail to repay the overpayment promptly, the amount will be deducted from your other benefits or compensation, or may be recovered by other legal means.

You are required to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent has a primary residence with you, but is away from home attending school full-time, you are not required to provide address information.

Select the **Covered Dependents** tab from the **Details** link for that plan to correct or change your dependent's name or Social Security number. To change other dependent information, contact a service representative at the telephone number listed on the bottom of the screen for assistance.

Client Information

The information presented in this application briefly describes certain health care Program features, as well as other programs and benefits. It does not cover all the details about the Programs - which are found in plan documents that have the final word over any other oral or written statement. General Motors reserves the right to amend, modify, suspend or terminate any of its benefit plans or programs at any time by the action of the Board of Directors, or individual or other committee expressly authorized by the Board to take such action. This application - and the benefits described within - do not imply any guarantees.

Making Changes During the Year

You will have the opportunity to review your benefits in the fall for the next plan year. Generally, you cannot change your benefit elections during the plan year, except in the case of a life event change.

NetBenefits[®] provided by



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YOUR RETIREMENT BENEFITS PREVIEW

GM Benefits & Services Center
gmbenefits.com
1-800-489-4646

4 GM-H-457A ENV# GM09250739001001994

RICHARD F. ZMIERSKI
4088 VILLAGER
ORION, MI 48359

TTY Service for the Hearing or Speech Impaired
1-877-347-5225

Overseas Calls

Dial your country's toll-free AT&T Direct® access number then enter 877-833-9900. In the U.S., call 1-800-331-1140 to obtain AT&T Direct access numbers. From anywhere in the world, access numbers are available online at www.att.com/traveler or from your local operator.

STATEMENT DATE: September 24, 2008

Dear RICHARD F. ZMIERSKI:

This Preretirement Modeling Statement includes a listing of the health care coverage that may be available to you upon retirement depending on your eligibility for such benefits, the projected date of your retirement and/or your current address. If you modeled more than one retirement date, you will see the plans associated with each scenario listed separately. If you want to see what plans would be available if you were to move (based on your new zip code), please call the GM Benefits & Services Center, and select option 3.

* If you do not want to make any changes to your health care plans prior to your retirement date, no action is necessary at this time. You will keep the same plans you had as an active employee, unless you need to choose a medical plan that coordinates with Medicare.

* If you want or need to make a change to your health care plans, you may make your health care elections for coverage in retirement by calling the GM Benefits & Services Center at this time. The elections that you make will take effect on the date you retire and a Confirmation Statement will be mailed to your home confirming your health care elections.

Once you retire, you will receive a Personal Fact Sheet similar to this statement, and retirement enrollment materials. You may also review Your Benefits in Retirement booklet (Summary Plan Description) which is available online in the Reference Library in the Health & Insurance link. To access the guide and other retirement information go to gmbenefits.com and click the Health Care link. Once you log on, click the Reference Library.

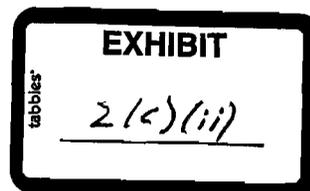
* You will receive information on your life insurance coverage from MetLife upon your retirement.

If you have a service date prior to January 1, 1993, under the current plan rules, a reduction in your Basic Life Insurance coverage will occur on your date of retirement and again on your 10th anniversary of retirement. On the date of retirement your coverage will reduce to 1 times your annual base salary and will reduce an additional 50% 10 years later. You may decrease or cancel your contributory life insurance coverages; however, you may not increase your coverage or enroll in new coverage.

You will select your payment method during your retirement initiation process. At that time you will be offered two payment methods to choose from: either monthly after-tax retirement check deductions or monthly invoices. If the amount in your retirement check is not sufficient to cover this cost, then monthly invoices will be sent to you and you will be responsible for making the monthly contribution payments for your elected benefits. Your authorization applies for as long as you have coverage, even though the contribution amount may change each year. You may change your payment method authorization at any time. To request a form to authorize or to revoke authorization, contact the GM Benefits & Services Center.

All other coverage will terminate on the last day of the month in which you retire.

You may cover your eligible dependents who were on file prior to your retirement. If you have any questions regarding dependent eligibility, please call the GM Benefits & Services Center or review the Guide to Dependent Eligibility, located in the Reference Library.



DEPENDENT INFORMATION

Our records show the dependents listed below. Please be advised that this statement is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Salaried Health Care Program. For assistance in determining dependent eligibility under the programs available to you, see the Guide to Dependent Eligibility, which is available online in the **Reference Library**.

It is your responsibility to provide accurate and up-to-date dependent information; otherwise, coverage may not be provided to your dependent(s). **If any health care benefits are paid on behalf of ineligible dependents, you will be responsible for repaying the overpayment. If you should fail to repay the overpayment promptly, the amount will be deducted from your other benefits or compensation or may be recovered by other legal means.**

You are required to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent has a primary residence with you, but is away from home attending school full-time, you are not required to provide address information.

If you need to correct any of the information below* or if any of your eligible dependents do not maintain their primary residence at the address on the first page of this Personal Fact Sheet, you may correct the information by clicking the Health Care links on gmbenefits.com. If you do not have Internet access, call the GM Benefits & Services Center toll-free at 1-800-489-4646, Monday through Friday between 7:30 a.m. and 6:00 p.m. Eastern Time zone, to speak with a Customer Service Associate.

*** You may correct the following information for a dependent by logging on to gmbenefits.com: First Name, Middle Initial, Last Name, Gender and Address (US Only).**

No.	Name (and address if different from participant's)	Date of Birth	Relationship	Gender	Coverage			
					Med	ECC	Den	Vis
1	KAREN S. ZMIERSKI	11/04/1955	Spouse	F	Y	Y	N	Y
2	JESSICA N. ZMIERSKI	09/26/1988	Child	F	Y	Y	N	Y
3	RYAN A. ZMIERSKI	03/25/1992	Child	M	Y	Y	N	Y

Our records show that all of your eligible dependents maintain their primary residence at the address listed on page one.

2009

From: GM BENEFITS AND SERVICES CENTER <BenefitsCenter@Fidelity.com>
To: RICHARD F ZMIERSKI <rfzmierski@comcast.net>
Subject: Your Health and Insurance Enrollment Confirmation
Date: Tuesday, November 18, 2008 9:11:59 PM

**Your Health & Insurance
ENROLLMENT IS COMPLETE**

You have successfully completed your benefit elections for the following event: 2009 Enrollment.



Your elections were saved on November 18, 2008 at 9:07:38 PM EST, and your confirmation number is 083232107388884W.

For more information about the benefits that you have elected go to www.gmbenefits.com. Once you log on, select the **Health & Insurance** tab, and click on **2009 Benefits**. For specific questions about claims or covered services, contact your carrier directly. Carrier information can be found on the **Who to Contact** link, also located on the **Health & Insurance** tab.

Sincerely,

The GM Benefits and Services Center

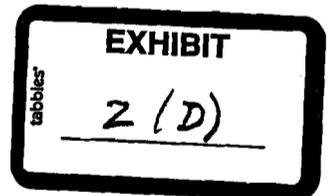
This message has been sent to you at the request of your employer to inform you of your health and insurance benefit elections.

Please do not reply to this message.

All rights reserved. [Privacy Policy](#)

D 01/05/04 4611 p02 r05

Your workplace benefits account is currently set to send e-mails of the following type: Confirmations of One-Time Transactions. To change this e-mail setting click: [Stop receiving e-mails of this type](#). Note: You will be required to log in to NetBenefits.
Reference ID: 3012818738



1 Review Your Dependent Information

2 Review, Research or Update Your Benefits

3 Confirmation of Your Benefit Elections

Confirmation of Benefit Elections for Richard Zmierski

You have successfully submitted your elections. Your benefit elections were saved on November 18, 2008 at 9:07:38 PM ET. Your confirmation number is **083232107388884W**.

Please take a few more to complete our [Survey](#) should take no longer than 1 minutes.

Print this confirmation for your records. 

[Return to the Health & Insurance Home Page](#)
Health Benefits

Medical: HMO Health Alliance Plan - MI (RS) (Self + Family)

You should know:

An HMO requires use of network providers. A copay is now also required for outpatient services and tests, including, but not limited to, physical therapy, lab work, x-rays, radiation, and chemotherapy.

Covered Dependents

Karen S. Zmierski
 Jessica N. Zmierski
 Ryan A. Zmierski

Calendar Monthly Cost

\$195.00
 (After-Tax)

Health Savings Account: No Health Savings Account with Bank of America

You should know:

To take advantage of the Bank of America Health Savings Account you must enroll in either Health Savings Account PPO - BCBS or Health Savings Account PPO - CIGNA/HAP. If you are on Medicare you are not eligible to contribute to a Health Savings Account.

Calendar Monthly Cost

\$0.00

Extended Care Coverage (ECC): Extended Care Coverage (Self + Family)

You should know:

If you elect No Coverage - ECC, you are permanently excluded from future re-enrollment unless you waive medical coverage to be covered as a dependent of another GM Salaried employee or retiree who has ECC.

Covered Dependents

Karen S. Zmierski
 Jessica N. Zmierski
 Ryan A. Zmierski

Calendar Monthly Cost

\$19.00
 (After-Tax)

Dental: Traditional Delta Dental (RS) (Self + Family)

Covered Dependents

Karen S. Zmierski
 Jessica N. Zmierski
 Ryan A. Zmierski

Calendar Monthly Cost

\$28.00
 (After-Tax)

Vision: Cole Managed Vision (S) (Self + Family)

Covered Dependents

Karen S. Zmierski

Calendar Monthly Cost

\$9.00
 (After-Tax)

Jessica N.
Zmierski
Ryan A. Zmierski

Before-Tax: \$0.00

After-Tax: \$251.00

Calendar Monthly Total Cost: \$251.00

Dependents

Our records show the eligible dependents listed below. Please be advised that this statement is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the definition of "eligible dependent" under the Plan. For a definition of "eligible dependent" under the Plan(s) available to you, see your Summary Plan Description(s).

It is your responsibility to provide accurate and up-to-date dependent information. Providing false information about your dependents could result in loss of elected benefit(s) or in a disciplinary action. It is very important that your dependent's Social Security number(s), as well as other information, is accurate and up-to-date; otherwise, coverage may not be provided to your dependent(s).

Federal law requires you to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent is away from home attending school, he or she is considered to maintain his or her primary residence with you. Therefore, you are not required to provide address information.

If you need to correct a dependent's first name, middle initial, last name, or address or if any of your eligible dependents do not maintain the same primary address as you, go to the Health and Insurance page and begin the enrollment process to correct the information.

Name	Relationship	Date of Birth	SSN
Karen S. Zmierski	Spouse	11/04/1955	383-62-0294
Jessica N. Zmierski	Child	09/26/1988	373-06-3254
Ryan A. Zmierski	Child	03/25/1992	362-15-2565

Important Legal and Administrative Information

Terms and Conditions

By enrolling in one or more of the plans, you agree to the following terms and conditions:

You understand that General Motors will enroll you for the health care options you have selected for which you are eligible, and which you have not waived or canceled, with the appropriate carrier(s) as determined by General Motors.

You agree to make any required contributions so that health care coverage for you and your enrolled dependents remains in force. You agree to pay in cash to General Motors Corporation any required contributions for which health care coverage for you or any listed dependent is to be provided.

General Motors reserves the right to change, amend, modify, suspend, or terminate its employment practices, policies, employee benefit plans, or programs at any time. This document provides general information only. In the event of a conflict with the official plan documents, the plan documents will control.

Dependent Information

Our records show the dependents listed on the Dependent information screen. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Health Care Program. For assistance in determining the eligibility of your dependents for coverage under the program available to you, see the Guide to Dependent Eligibility, available in the **Reference Library**.

It is your responsibility to provide accurate and up-to-date dependent information; otherwise, coverage may not be provided to your dependent(s).

If any health care benefits are paid on behalf of ineligible dependents, you will be responsible for repaying the overpayment. If you should fail to repay the overpayment promptly, the amount will be deducted from your other benefits or compensation, or may be recovered by other legal means.

You are required to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent has a primary residence with you, but is away from home attending school full-time, you are not required to provide address information.

Select the **Covered Dependents** tab from the **Details** link for that plan to correct or change your dependent's name or Social Security number. To change other dependent information, contact a service representative at the telephone number listed on the bottom of the screen for assistance.

Client Information

The information presented in this application briefly describes certain health care Program features, as well as other programs and benefits. It does not cover all the details about the Programs - which are found in plan documents that have the final word over any other oral or written statement. General Motors reserves the right to amend, modify, suspend or terminate any of its benefit plans or programs at any time by the action of the Board of Directors, or individual or other committee expressly authorized by the Board to take such action. This application - and the benefits described within - do not imply any guarantees.

Making Changes During the Year

You will have the opportunity to review your benefits in the fall for the next plan year. Generally, you cannot change your benefit elections during the plan year, except in the case of a life event change.

Terms and Conditions

By enrolling in one or more of the plans, you agree to the following terms and conditions:

You understand that General Motors will enroll you for the health care options you have selected for which you are eligible, and which you have not waived or canceled, with the appropriate carrier(s) as determined by General Motors.

You agree to make any required contributions so that health care coverage for you and your enrolled dependents remains in force. You authorize General Motors Corporation and its wholly-owned subsidiaries, until this authorization is revoked by you in writing, to deduct in advance each month from any earned or accrued wages or plan benefits due you, such amounts as may be necessary to pay the contributions as are now in effect or may be determined in the future for coverage which is now or may become available on behalf of yourself and any enrolled dependents. If in any month you are not eligible to receive any earned or accrued wages or plan benefits, you agree to pay in cash to General Motors Corporation any required contributions on or before the first of the month for which health care coverage for you or any listed dependent is to be provided. To the extent allowed by applicable law, you authorize General Motors Corporation and its wholly owned subsidiaries, or the trustee of certain General Motors Corporation Benefits funds, to deduct from any earned or accrued wages or benefits, any monies to repay health care or other benefits paid in error on behalf of you and your dependents.

Important Flexible Spending Account Information (If Eligible)

Any FSA-Health or FSA-Dependent Care contributions not used during the plan year are subject to forfeiture.

Dependent Information

Our records show the dependents listed on the Dependent information screen. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Salaried Health Care Program. For assistance in determining the eligibility of your dependents for coverage under the program available to you, see the Guide to Dependent Eligibility, which is available in the **Reference Library**.

It is your responsibility to provide accurate and up-to-date dependent information; otherwise, coverage may not be provided to your dependent(s).

If any health care benefits are paid on behalf of ineligible dependents, you will be responsible for repaying the overpayment. If you should fail to repay the overpayment promptly, the amount will be deducted from your other benefits or compensation, or may be recovered by other legal means.

You are required to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent has a primary residence with you, but is away from home attending school full-time, you are not required to provide address information.

Select the **Covered Dependents** tab from the **Details** link for that plan to correct or change your dependent's name or Social Security number. To change other dependent information, contact a service representative at the telephone number listed on the bottom of the screen for assistance.

Client Information

The information presented in this application briefly describes certain General Motors Salaried Health Care Program features, as well as other programs and benefits. It does not cover all the details about the Programs - which are found in plan documents that have the final word over any other oral or written statement. General Motors reserves the right to amend, modify, suspend or terminate any of its benefit plans or programs at any time by the action of the Board of Directors, or individual or other committee expressly authorized by the Board to take such action. This application - and the benefits described within - do not imply any guarantees.

Making Changes During the Year

Generally, you cannot change your benefit elections during the plan year other than annual enrollment, unless you experience a life event change.

Payroll Deductions

Your employer, whether General Motors or its subsidiaries or its affiliates, will deduct from each paycheck the amount necessary, if any, to pay for your benefit elections.

Terms and Conditions

By enrolling in one or more of the plans, you agree to the following terms and conditions:

You understand that General Motors will enroll you for the health care options you have selected for which you are eligible, and which you have not waived or canceled, with the appropriate carrier(s) as determined by General Motors.

You agree to make any required contributions so that health care coverage for you and your enrolled dependents remains in force. You authorize General Motors Corporation and its wholly-owned subsidiaries, until this authorization is revoked by you in writing, to deduct in advance each month from any earned or accrued wages or plan benefits due you, such amounts as may be necessary to pay the contributions as are now in effect or may be determined in the future for coverage which is now or may become available on behalf of yourself and any enrolled dependents. If in any month you are not eligible to receive any earned or accrued wages or plan benefits, you agree to pay in cash to General Motors Corporation any required contributions on or before the first of the month for which health care coverage for you or any listed dependent is to be provided. To the extent allowed by applicable law, you authorize General Motors Corporation and its wholly owned subsidiaries, or the trustee of certain General Motors Corporation Benefits funds, to deduct from any earned or accrued wages or benefits, any monies to repay health care or other benefits paid in error on behalf of you and your dependents.

Dependent Information

Our records show the dependents listed on the Dependent information screen. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Salaried Health Care Program. For assistance in determining the eligibility of your dependents for coverage under the program available to you, see the Guide to Dependent Eligibility, available in the **Reference Library**.

It is your responsibility to provide accurate and up-to-date dependent information. It is very important that your dependent's information is accurate and up-to-date; otherwise, coverage may not be provided to your dependent(s).

If any health care benefits are paid on behalf of ineligible dependents, you will be responsible for repaying the overpayment. If you should fail to repay the overpayment promptly, the amount will be deducted from your other benefits or compensation, or may be recovered by other legal means.

You are required to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent is away from home attending school, he or she is considered to maintain his or her primary residence with you. Therefore, you are not required to provide address information.

Select the **Covered Dependents** tab from the **Details** link for that plan to correct or change your dependent's name or Social Security number. To change other dependent information, contact a service representative at the telephone number listed on the bottom of the screen for assistance.

Client Information

The information presented in this application briefly describes certain General Motors Salaried Health Care Program features, as well as other programs and benefits. It does not cover all the details about the Programs - which are found in plan documents that have the final word over any other oral or written statement. General Motors reserves the right to amend, modify, suspend or terminate any of its benefit plans or programs at any time by the action of the Board of Directors, or individual or other committee expressly

authorized by the Board to take such action. This application - and the benefits described within - do not imply any guarantees.

Making Changes During the Year

You will have the opportunity to review your health care plans in the fall for the next plan year. Generally, you cannot change your benefit elections during the plan year, except in the case of a life event change. All life event changes must be reported within 31 days.

Terms and Conditions

By enrolling in one or more of the plans, you agree to the following conditions:

You understand that General Motors will enroll you for the health care options you have selected for which you are eligible, and which you have not waived or canceled, with the appropriate carrier(s) as determined by General Motors.

General Motors reserves the right to change, amend, modify, suspend, or terminate its employment practices, policies, employee benefit plans, or programs at any time. This document provides general information only. In the event of a conflict with the official plan documents, the plan documents will control.

You agree to make any required contributions so that health care coverage for you and your enrolled dependents remains in force. You authorize General Motors Corporation and its wholly-owned subsidiaries, until this authorization is revoked by you in writing, to deduct in advance each month from any earned or accrued wages or plan benefits due you, such amounts as may be necessary to pay the contributions as are now in effect or may be determined in the future for coverage which is now or may become available on behalf of yourself and any enrolled dependents. If in any month you are not eligible to receive any earned or accrued wages or plan benefits, you agree to pay in cash to General Motors Corporation any required contributions on or before the first of the month for which health care coverage for you or any listed dependent is to be provided. To the extent allowed by applicable law, you authorize General Motors Corporation and its wholly owned subsidiaries, or the trustee of certain General Motors Corporation Benefits funds, to deduct from any earned or accrued wages or benefits, any monies to repay health care or other benefits paid in error on behalf of you and your dependents.

Important Flexible Spending Account Information (If Eligible)

It is your responsibility to ensure the FSA-Health and/or FSA-Dependent Care elections are consistent with your expected plan year eligible expenses as defined under the Plan. Any FSA-Health or FSA-Dependent Care contributions not used during the plan year are subject to forfeiture.

Dependent Information

Our records show the dependents listed on the Dependent information screen. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Health Care Program for Hourly Employees. For assistance in determining the eligibility of your dependents for coverage under the program available to you, see the Guide to Dependent Eligibility, which is available in the **Reference Library**.

It is your responsibility to provide accurate and up-to-date dependent information; otherwise, coverage may not be provided to your dependent(s).

If any health care benefits are paid on behalf of ineligible dependents, you will be responsible for repaying the overpayment. If you should fail to repay the overpayment promptly, the amount will be deducted from your other benefits or compensation, or may be recovered by other legal means.

You are required to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent has a primary residence with you, but is away from home attending school full-time, you are not required to provide address information.

Select the **Covered Dependents** tab from the **Details** link for that plan to correct or change your dependent's name or Social Security number. To change other dependent information, contact a service representative at the telephone number listed on the bottom of the screen for assistance.

Client Information

The information presented in this application briefly describes certain General Motors Health Care Program for Hourly Employees features, as well as other programs and benefits. It does not cover all the details about the Programs - which are found in plan documents that have the final word over any other oral or written statement. General Motors reserves the right to end, suspend or amend any of its benefit plans or programs at any time by the action of the Board of Directors, subject to any applicable collective bargaining agreement.

Amendments also will be made to comply with applicable statues and regulations. This application - and the benefits described within - do not imply any guarantees.

Making Changes During the Year

Generally, you cannot change your Dependent Care Flexible Spending Account elections during the plan year other than at annual enrollment unless you experience a life event change.

You will have the opportunity to change each health care plan once every 12 months.

Questions? Find out [who to contact](#).

NetBenefitsSM provided by



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2010 BENEFITS

2010

1 Review Your Dependent Information

2 Review, Research or Update Your Benefits

3 Confirmation of Your Benefit Elections

Confirmation of Benefit Elections for Richard Zmierski

You have successfully submitted your elections. Your benefit elections were saved on November 9, 2009 at 5:42:09 PM ET. Your confirmation number is **093131742098884W**.

Please take a few more minutes to complete our Survey should take no longer than 10 minutes.

Print this confirmation for your records. 

[Return to the Health & Insurance Home Page](#)
Health Benefits

Medical: GM Salaried Retiree Health Care Plan - BCBS (Self + Family)

You should know:

This plan coordinates your care through a PPO network. The following coverages are administered by:
 Prescription Drug – Medco; Behavioral Health – Value Options; DME/P&O – Northwood National Provider Network.

Covered Dependents

Karen S. Zmierski
 Jessica N. Zmierski
 Ryan A. Zmierski

Calendar Monthly Cost

\$253.00
 (After-Tax)

Health Savings Account: HSA - Participant Direct Pay to Bank of America (volume: \$6,150.00)

You should know:

Health Savings Accounts offer a new tax-advantaged way to pay for or save for current and future qualified health care expenses. To take advantage of the Health Savings Account you must enroll in a GM consumer driven health plan.. Consult your tax advisor or www.ustreas.gov or www.irs.gov for additional information about Health Savings Accounts.

Calendar Monthly Cost

\$0.00

Before-Tax: \$0.00
After-Tax: \$253.00

Calendar Monthly Total Cost: \$253.00



Dependents

Our records show the eligible dependents listed below. Please be advised that this statement is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the definition of "eligible dependent" under the Plan. For a definition of "eligible dependent" under the Plan(s) available to you, see your Summary Plan Description(s).

It is your responsibility to provide accurate and up-to-date dependent information. Providing false information about your dependents could result in loss of elected benefit(s) or in a disciplinary action. It is very important that your dependent's Social Security number(s), as well as other information, is accurate and up-to-date; otherwise, coverage may not be provided to your dependent(s).

Federal law requires you to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent is away from home attending school, he or she is considered to maintain his or her primary residence with you. Therefore, you are not required to provide address information.

If you need to correct a dependent's first name, middle initial, last name, or address or if any of your eligible dependents do not maintain the same primary address as you, go to the Health and Insurance page and begin the enrollment process to correct the information.

Name	Relationship	Date of Birth	SSN
Karen S. Zmierski	Spouse	11/04/1955	383-62-0294
Jessica N. Zmierski	Child	09/26/1988	373-06-3254
Ryan A. Zmierski	Child	03/25/1992	362-15-2565

Important Information**Terms and Conditions**

By enrolling in one or more of the plans, you agree to the following terms and conditions: You understand that General Motors will enroll you for the health care options you have selected for which you are eligible, and which you have not waived or canceled, with the appropriate carrier(s) as determined by General Motors.

You agree to make any required contributions so that health care coverage for you and your enrolled dependents remains in force. You authorize General Motors and its wholly-owned subsidiaries, until this authorization is revoked by you in writing, to deduct in advance each month from any earned or accrued wages or plan benefits due you, such amounts as may be necessary to pay the contributions as are now in effect or may be determined in the future for coverage which is now or may become available on behalf of yourself and any enrolled dependents. If in any month you are not eligible to receive any earned or accrued wages or plan benefits, you agree to pay in cash to General Motors any required contributions on or before the first of the month for which health care coverage for you or any listed dependent is to be provided. To the extent allowed by applicable law, you authorize General Motors and its wholly owned subsidiaries, or the trustee of certain General Motors Benefits funds, to deduct from any earned or accrued wages or benefits, any monies to repay health care or other benefits paid in error on behalf of you and your dependents.

Dependent Information

Our records show the dependents listed on the Dependent information screen. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Salaried Health Care Program. For assistance in determining the eligibility of your dependents for coverage under the program available to you, see the Guide to Dependent Eligibility, available in the **Reference Library**.

It is your responsibility to provide accurate and up-to-date dependent information. It is very important that your dependent's information is accurate and up-to-date; otherwise, coverage may not be provided to your dependent(s).

If any health care benefits are paid on behalf of ineligible dependents, you will be responsible for

<https://workplaceservices100.fidelity.com/netbenefits/healthandinsurance/app/enrollment/confirm...> 11/9/2009

repaying the overpayment. If you should fail to repay the overpayment promptly, the amount will be deducted from your other benefits or compensation, or may be recovered by other legal means.

You are required to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent is away from home attending school, he or she is considered to maintain his or her primary residence with you. Therefore, you are not required to provide address information.

Select the **Covered Dependents** tab from the **Details** link for that plan to correct or change your dependent's name or Social Security number. To change other dependent information, contact a service representative at the telephone number listed on the bottom of the screen for assistance.

Client Information

The information presented in this application briefly describes certain General Motors Salaried Health Care Program features, as well as other programs and benefits. It does not cover all the details about the Programs - which are found in plan documents that have the final word over any other oral or written statement. General Motors reserves the right to amend, modify, suspend or terminate any of its benefit plans or programs at any time by the action of the Board of Directors, or individual or other committee expressly authorized by the Board to take such action. This application - and the benefits described within - do not imply any guarantees.

Making Changes During the Year

You will have the opportunity to review your health care plans in the fall for the next plan year. Generally, you cannot change your benefit elections during the plan year, except in the case of a life event change. All life event changes must be reported within 31 days.

Questions? Find out [who to contact](#).

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Samuel J. Behringer, Jr.
Attorney at Law
333 McKinley Avenue
Grosse Pointe Farms, MI 48236-3420
Telephone: (313) 885-1948
Facsimile: (313) 886-6443

Attorney for Calvin H. Purnell
83rd Omnibus Objection Respondent #62124

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re	:	Chapter 11 Case
	:	
MOTORS LIQUIDATION COMPANY, et al.,	:	09-50026 (REG)
f/k/a General Motors Corp., et al.	:	
	:	
Debtors.	:	(Jointly Administered)
	:	

CERTIFICATE OF SERVICE RE:
CALVIN PURNELL FIRST RESTATED RESPONSE AND OBJECTIONS
TO DEBTORS' EIGHTY-THIRD OMNIBUS OBJECTION TO CLAIMS

On behalf of Calvin H. Purnell, 83rd Omnibus Objection Respondent #62124,
his undersigned attorney hereby states that copies of the *Calvin Purnell First Restated
Response and Objection to Debtors' Eighty-Third Omnibus Objection to Claims* were
mailed via First Class USPS mail on Wednesday, March 16, 2011 to:

Hon. Robert E. Gerber
U.S. Bankruptcy Court
One Bowling Green
New York, NY 10004-1408

Harvey R. Miller, Esq.
Stephan Karotkin, Esq.
Joseph H. Smolinsky, Esq.
Weil, Gotshal and Manges LLP
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Detroit, MI 48243

Lawrence S. Buonomo, Esq.
General Motors, LLC
400 Renaissance Center
Detroit, MI 48265

John J. Rapisardi, Esq.
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One World Financial Center
New York, NY 10281

Jospeh Samarias
U.S. Department of Treasury
1500 Pennsylvania Avenue N.W., Room 2312
Washington, DC 20220

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Robert Schmidt, Esq.
Lauren Macksoud, Esq.
Jennifer Sharret, Esq.
Kramer Lewis Naftalis & Frankel LLP
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Tracy Hope Davis, Esq.
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Sander L. Esserman, Esq.
Robert T. Brousseau, Esq.
Stutzman, Bromberg, Esserman & Plifka
2323 Bryant Street, Suite 2200
Dallas, TX 75201

/s/ Samuel J. Behringer, Jr.

Samuel J. Behringer, Jr.
Attorney at Law
333 McKinley Avenue
Grosse Pointe Farms, MI 48236-3420
March 16, 2011
Telephone: (313) 885-1948
Facsimile: (313) 886-6443