BUTZEL LONG, a professional corporation Robert Sidorsky Eric B. Fisher 380 Madison Avenue New York, New York 10017 Telephone: (212) 818-1110 Facsimile: (212) 818-0494 sidorsky@butzel.com fishere@butzel.com

Thomas Radom (*pro hac vice* admission pending) Max Jonathan Newman (*pro hac vice* admission pending) Stoneridge West 41000 Woodward Avenue Bloomfield Hills, MI 48304 Telephone: (248) 258-1616 Facsimile: (248) 258-1616 Facsimile: (248) 258-1439 <u>radom@butzel.com</u> <u>newman@butzel.com</u>

Attorneys for Autodata Solutions, Inc.

# UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re

General Motors Corp., et al.,

Debtors.

Chapter 11

Case No. 09-50026 (REG)

(Jointly Administered)

## LIMITED OBJECTION OF AUTODATA SOLUTIONS, INC. TO DEBTORS' NOTICE OF INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY, AND UNEXPIRED LEASES OF <u>NONRESIDENTIAL PROPERTY</u>

Autodata Solutions, Inc. ("Autodata"), by and through its undersigned counsel, for its

objection (the "Cure Objection") to the proposed cure amount ("Cure Amount") listed on

Debtors' Contract Notices website (the "Website") pursuant to this Court's Sale Procedures

Order and paragraph A of the Assumption and Assignment Notice respectfully represents:

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1. On June 1, 2009 (the "Petition Date"), the Debtors filed their voluntary petition for relief in this Court under Chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code").

2. Prior to the Petition Date, Autodata entered into various contracts, purchase orders, and agreements whereby Autodata would provide goods and services in exchange for timely payments of same by Debtors (collectively, the "Contracts").

3. Pursuant to the Sale Procedures Order, the Debtors delivered its Assumption and Assignment Notice dated June 5, 2009 which included instructions to access the Website on which Autodata could view a listing of those executory contracts Debtors may seek to assume and assign in connection with the sale of substantially all of its assets, and by its calculations, any corresponding proposed Cure Amount in connection with such contract or leases.

4. At the time this Cure Objection was filed, the Website identified Contracts the Debtors may seek to assume and assign in connection with the sale of substantially all of its assets and a total Cure Amount of \$50,000 due and owing to Autodata under the identified Contracts.

5. Autodata does not object to the assumption and assignment of its Contracts *per se* and has begun, or is prepared to begin, its efforts to reach a consensual resolution of the Cure Amount with Debtors. However, as the Cure Amount has not yet been resolved, Autodata, for purposes of preserving its objection rights as to the proposed Cure Amount, makes this Cure Objection pursuant to paragraph 8 of the Assumption and Assignment Notice.

#### Limited Objection to Proposed Cure Amount

6. Autodata objects to the proposed Cure Amount listed on the Website at the time this Cure Objection was filed as it does not fully cure and compensate Autodata for Debtors'

default(s). According to Autodata's books and records, the correct Cure Amount for those Contracts listed on the Website is \$100,000.

7. Autodata reserves its right to amend or supplement this objection if, for example, Debtors seek to assume and assign additional Contracts after the Objection Deadline or if there are additional Cure Amounts relating to defaults under the Contracts that occur or continue to occur after the Petition Date. Further, by filing this Cure Objection, except to the extent governed by a Trade Agreement executed prior to the Objection Deadline, Autodata does not waive any other rights, claims, or interests it has or may have under the Contracts as provided by the Contracts or as a matter of non-bankruptcy law, all of which are expressly preserved.

WHEREFORE, Autodata respectfully requests that the Court (a) condition any assumption and assignment of the Contracts on (i) the payment in full for all outstanding amount(s) due to Autodata under the Contracts in compliance with section 365 of the Bankruptcy Code and (ii) compliance with any other applicable law and (b) grant such other and further relief as the Court deems just and proper.

Dated: New York New York June 15, 2009

BUTZEL LONG, a professional corporation

By: /s/ Robert Sidorsky Robert Sidorsky, Esq. Eric B. Fisher, Eq. 380 Madison Avenue 22nd Floor New York, NY 10017 Tel.: (212) 818-1110 Fax: (212) 818-0494 sidorsky@butzel.com fishere@butzel.com Thomas Radom (*pro hac vice* admission pending) Max Jonathan Newman (*pro hac vice* admission pending) Stoneridge West 41000 Woodward Avenue Bloomfield Hills, MI 48304 Telephone: (248) 258-1616 Facsimile: (248) 258-1616 Facsimile: (248) 258-1439 <u>radom@butzel.com</u> <u>newman@butzel.com</u>

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In re

GENERAL MOTORS CORP., et al.,

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## **CERTIFICATE OF SERVICE**

I hereby certify that on June 15, 2009, I caused to be filed by electronic filing with the United States Bankruptcy Court for the Southern District of New York the Limited Objection of Autodata Solutions, Inc., to Debtors' Notice of Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Property, using the ECF system which will send notification of such filing to registered users in the case; and to be served via E-Mail and U.S. Mail on the following at the addresses set forth below.

| Diana G. Adams, Esq.<br>Office of the U.S. Trustee for the Southern<br>District of New York | Warren Command Center<br>Mailcode 480-206-114<br>General Motors Corporation |
|---|---|
| 33 Whitehall Street, 21 <sup>st</sup> Floor<br>New York, NY 10004                           | Cadillac Building<br>30009 Van Dyke Avenue                                  |
|   | Warren, MI 48090-9025   |
| Harvey Miller, Esq.   | John J. Rapisardi, Esq.   |
| Stephen Karotkin, Esq.  | Cadwalader, Wickersham & Taft LLP   |
| Joseph H. Smolinsky, Esq.   | One World Financial Center  |
| Weil, Gotshal & Manges LLP  | New York, NY 10281  |
| 767 Fifth Avenue  | john.rapisardi@cwt.com  |
| New York, NY 10153  |   |
| harvey.miller@weil.com  |   |
| stephen.karotkin@weil.com   |   |
| joseph.smolinsky@weil.com   |   |
|   |   |

| Matthew Feldman, Esq.                  | Michael J. Edelman, Esq.              |
|--|---------------------------------------|
| U.S. Department of Treasury            | Michael L. Schein, Esq.               |
| 1500 Pennsylvania Avenue NW, Room 2312 | Vedder Price, P.C.                    |
| Washington, DC 20220                   | 1633 Broadway, 47 <sup>th</sup> Floor |
|  | New York, NY 10019                    |
|  | mjedelman@vedderprice.com             |
|  | mschein@vedderprice.com               |
|  |                                       |
| Kenneth Eckstein, Esq.                 | Chambers Copy                         |
| Thomas Moers Mayer, Esq.               | Hon. Robert E. Gerber                 |
| Kramer Levin Naftalis & Frankel LLP    | United States Bankruptcy Court        |
| 1177 Avenue of the Americas            | Southern District of New York         |
| New York, NY 10036                     | One Bowling Green, Room 621           |
| keckstein@kramerlevin.com              | New York, NY 10004-1408               |
| tmayer@kramerlevin.com                 |                                       |
|  |                                       |

Dated: New York New York June 15, 2009

BUTZEL LONG, a professional corporation

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By: <u>/s/ Robert Sidorsky</u> Robert Sidorsky, Esq.