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

PLEASE CAREFULLY REVIEW THIS OBJECTION AND THE ATTACHMENTS HERETO TO DETERMINE WHETHER THIS OBJECTION AFFECTS YOUR CLAIM(S)

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors and
Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

NOTICE OF DEBTORS' 217TH OMNIBUS OBJECTION TO CLAIMS
(Duplicate Claims Filed by Individual Members of the Dex-Cool Class)

PLEASE TAKE NOTICE that on March 24, 2011, Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the "**Debtors**"), filed their 217th omnibus objection to claims (the "**217th Omnibus Objection to Claims**"), and that a hearing to consider the Debtors' 217th Omnibus Objection to Claims will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the Southern District

of New York, One Bowling Green, New York, New York 10004, on **April 26, 2011 at 9:45 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PARTIES RECEIVING THIS NOTICE SHOULD REVIEW THE 217TH OMNIBUS OBJECTION TO CLAIMS TO SEE IF THEIR NAME(S) AND/OR CLAIM(S) ARE LOCATED IN THE OMNIBUS OBJECTION AND/OR IN EXHIBIT "A" ANNEXED THERETO.

PLEASE TAKE FURTHER NOTICE that any responses to the 217th Omnibus Objection to Claims must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a CD-ROM or 3.5 inch disk, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served in accordance with General Order M-399 and on (i) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (ii) the Debtors, c/o Motors Liquidation Company, 401 South Old Woodward Avenue, Suite 370, Birmingham, Michigan 48009 (Attn: Thomas Morrow); (iii) General Motors LLC, 400 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Joseph Samarias, Esq.); (vi) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman,

Esq. and Michael L. Schein, Esq.); (vii) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Thomas Moers Mayer, Esq., Robert Schmidt, Esq., Lauren Macksoud, Esq., and Jennifer Sharret, Esq.); (viii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis, Esq.); (ix) the U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Natalie Kuehler, Esq.); (x) Caplin & Drysdale, Chartered, attorneys for the official committee of unsecured creditors holding asbestos-related claims, 375 Park Avenue, 35th Floor, New York, New York 10152-3500 (Attn: Elihu Inselbuch, Esq. and Rita C. Tobin, Esq.) and One Thomas Circle, N.W., Suite 1100, Washington, DC 20005 (Attn: Trevor W. Swett III, Esq. and Kevin C. Maclay, Esq.); (xi) Stutzman, Bromberg, Esserman & Plifka, A Professional Corporation, attorneys for Dean M. Trafelet in his capacity as the legal representative for future asbestos personal injury claimants, 2323 Bryan Street, Suite 2200, Dallas, Texas 75201 (Attn: Sander L. Esserman, Esq. and Robert T. Brousseau, Esq.); (xii) Girard Gibbs LLP, Co-Lead Class Counsel for the Dex-Cool Plaintiffs and the Dex-Cool Class, 601 California Street, Suite 1400, San Francisco, California 94108 (Attn: Eric H. Gibbs, Esq. and A. J. De Bartolomeo, Esq.); and (xiii) Polsinelli Shughart P.C., Co-Lead Class Counsel for the Dex-Cool Plaintiffs and the Dex-Cool Class, Twelve Wyandotte Plaza, 120 West 12th Street, Kansas City, Missouri 64105 (Attn.: P. John Brady, Esq.), so as to be received no later than **April 19, 2011 at 4:00 p.m. (Eastern Time)** (the "**Response Deadline**").

PLEASE TAKE FURTHER NOTICE that if no response is timely filed and served with respect to the Debtors' 217th Omnibus Objection to Claims or any claim set forth

thereon, the Debtors may, on or after the Response Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Debtors' 217th Omnibus Objection to Claims, which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: New York, New York
March 24, 2011

/s/ Joseph H. Smolinsky

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

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

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Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors and
Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

DEBTORS' 217TH OMNIBUS OBJECTION TO CLAIMS
(Duplicate Claims Filed by Individual Members of the Dex-Cool Class)

THIS OBJECTION SEEKS TO DISALLOW AND EXPUNGE CERTAIN FILED PROOFS OF CLAIM. CLAIMANTS RECEIVING THIS OBJECTION SHOULD LOCATE THEIR NAMES AND CLAIMS ON THE EXHIBITS ATTACHED TO THIS OBJECTION.

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

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

I. Relief Requested

1. The Debtors file this 217th omnibus objection to claims (the "**217th Omnibus Objection to Claims**") pursuant to section 502(b) of title 11 of the United States Code, Rule 3007(d) of the Federal Rules of Bankruptcy Procedure, and this Court's order approving procedures for the filing of omnibus objections to proofs of claim filed in these chapter 11 cases (the "**Procedures Order**") (ECF No. 4180), seeking to disallow and expunge certain proofs of claim listed on **Exhibit "A"** annexed hereto (the "**Individual Dex-Cool Claims**"). The Individual Dex-Cool Claims should be expunged because they are duplicative of Proof of Claim No. 51095 (the "**Dex-Cool Class Action Claim**"), and they are inconsistent with a complete and general release previously provided by members of the Dex-Cool Class (defined below) to the Debtors as part of a settlement.

2. Specifically, the Dex-Cool Class Action Claim was filed by class action plaintiffs (the "**Dex-Cool Plaintiffs**") on behalf of themselves and a class of all others similarly situated (collectively, the "**Dex-Cool Class**" and, together with the Dex-Cool Plaintiffs, the "**Dex-Cool Parties**") based on a settlement reached between the Debtors and the Dex-Cool Parties (the "**Dex-Cool Class Action Settlement**"). The Dex-Cool Class Action Settlement settled claims by the Dex-Cool Parties against General Motors Corporation ("**GM**") concerning, among other things, claims that "Dex-Cool" extended life engine coolants corroded and sludged various engine and cooling system components and led to expensive repairs (the "**Dex-Cool Class Actions**"). The Dex-Cool Class Actions were settled prior to GM's bankruptcy filing, but, due to the Debtors' chapter 11 filings, the class consideration contemplated by the Dex-Cool

Class Action Settlement could not be provided to all members of the Dex-Cool Class entitled to receive such consideration. The Dex-Cool Class Action Claim is based on the Dex-Cool Class Action Settlement that was previously approved by both the Superior Court of the State of California, County of Alameda (the "**California Court**") and the Circuit Court of Jackson County, Missouri at Independence (the "**Missouri Court**"). The Dex-Cool Claim thus seeks remaining consideration purportedly due to certain members of the Dex-Cool Class who resubmitted claims for reimbursement (*e.g.*, to correct initial deficiencies) and now hold valid claims (the "**Resubmitting Participating Class Members**"). Importantly, all other members of the Dex-Cool Class, including some of the individuals who filed the Individual Dex-Cool Claims, either already have received the consideration due to them under the terms of the Dex-Cool Class Action Settlement or are not entitled to receive consideration under the terms of the Dex-Cool Class Action Settlement.

3. The Debtors and the Dex-Cool Parties (together, the "**Parties**") have recently reached an agreement to resolve the Dex-Cool Class Action Claim the ("**Agreement**") and have asked this Court to approve the Agreement such that the previously approved Dex-Cool Class Action Settlement can be implemented, as modified. (*See* Motion for Entry of Order Pursuant to Fed. R. Bankr. P. 9019 and Fed. R. Civ. P. 23 Approving Agreement Resolving Proof of Claim No. 51095 and Implementing Modified Dex-Cool Class Settlement (ECF No. 9905) (the "**Dex-Cool Modification Motion**").) The deadline for any responses or objections to the Dex-Cool Modification Motion is April 19, 2011 at 4:00 p.m. (Eastern Time). If the Agreement is approved, each eligible Resubmitting Participating Class Member will receive a *pro rata* distribution in the form of a general unsecured claim, as further set forth in the Agreement.

4. The Individual Dex-Cool Claims were filed by certain members of the Dex-Cool Class (the "**Individual Dex-Cool Claimants**") and are based on the Dex-Cool Class Action Settlement or claims that have been released through the Dex-Cool Class Action Settlement. However, as the Dex-Cool Class Action Claim is filed on behalf of all members of the Dex-Cool Class, including the Individual Dex-Cool Claimants, the Individual Dex-Cool Claims are duplicative of the Dex-Cool Class Action Claim. Moreover, to the extent Individual Dex-Cool Claims were filed in order to seek consideration over and above what is due (or already has been provided) under the terms of the Dex-Cool Class Action Settlement, the claim is without merit, as *all* members of the Dex-Cool Class (defined to exclude those persons who opted out of the Dex-Cool Class) released GM of any and all claims concerning or relating to the Dex-Cool Class Actions. Consequently, if the Individual Dex-Cool Claimants have any right to consideration from the Debtors, it is through the Agreement (if approved).

5. Accordingly, the Debtors respectfully request entry of the Order Granting Debtors' 217th Omnibus Objection to Claims (the "**Order**"), a copy of which is attached hereto as **Exhibit "B,"** disallowing and expunging from the Claims Register the Individual Dex-Cool Claims as duplicative of the Dex-Cool Class Action Claim.

6. This 217th Omnibus Objection to Claims does not affect the Dex-Cool Class Action Claim and does not constitute any admission or finding with respect to the Individual Dex-Cool Claims or the Dex-Cool Class Action Claim Claim. Further, the Debtors reserve all of their rights to object on any basis to the Dex-Cool Class Action Claim or on any other basis to the Individual Dex-Cool Claims should the Court not grant the relief requested herein.

II. Jurisdiction

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

III. Background

8. On April 11, 2003, cases were filed in California and Missouri state courts based on GM's use of "Dex-Cool" as a factory-fill coolant in certain of its vehicles. The California case, captioned *Sadowski v. General Motors Corp.*, No. HGO-3093843, was dismissed without prejudice in deference to an action before the California Court and the Missouri case, captioned *Gutzler v. General Motors Corp.*, No. 03CV208786, was filed in the Missouri Court. Similar cases were then filed by more than a dozen different law firms in state and federal courts throughout the country. GM removed most of the state actions to federal court and filed a petition with the Judicial Panel on Multidistrict Litigation (the **"MDL Panel**") to transfer and consolidate them into a federal multidistrict litigation. The *Sadowski* and *Gutzler* cases were remanded back to the California and Missouri Courts, respectively. By order of the MDL Panel, all other cases either originally filed in or removed to federal court were consolidated for pretrial purposes in the United States District Court for the Southern District of Illinois, under the caption *In re DEX-COOL Products Liability Litigation*. The law firms of Girard Gibbs LLP and Shughart Thomson & Kilroy, P.C. were appointed Co-Lead Counsel in the various courts where the Dex-Cool Class Action Actions were being prosecuted (collectively, "**Co-Lead Class Counsel**").

9. On March 26, 2008, after years of substantial discovery, law, and motion practice, GM and the Dex-Cool Parties reached the Dex-Cool Class Action Settlement, which provided, among other things, that (i) the *Gutzler* action and the claims of a Missouri-only class would be resolved through one agreement, subject to the Missouri Court's approval, and (ii) the

Sadowski action, all other Dex-Cool putative class actions, and the claims of a nationwide class (excluding persons who purchased or leased their vehicle in Missouri) would be resolved through another settlement, both settlements of which were dependent upon each other and subject to the approval of *both* the California Court and the Missouri Court.

10. The Dex-Cool Class Action Settlement was submitted to the Missouri and California Courts for approval, and they were subsequently approved. In the Preliminary Approval Orders, the Missouri and California Courts set fairness hearings (the "**Fairness Hearings**") for final approval of the Dex-Cool Class Action Settlement; set forth deadlines for objecting to the Dex-Cool Class Action Settlement and appearing at the Fairness Hearings; approved the forms of class notice (collectively, the "**Notice of Settlement**"); and approved of the proposed manner of providing notice, which manner included (i) direct mail notice to certain readily identifiable Dex-Cool Class members; (ii) publication notice through a number of nationally circulated magazines and weekend newspaper supplements, as well as through Internet advertising; and (iii) electronic notice through a dedicated website. The publication notice was published in four national newspaper supplements, with an estimated circulation of 65,900,000; twelve national consumer magazines, with a total estimated circulation of 43,865,000; and in Internet advertising appearing across a wide-range of websites, with an estimated 199,500,000 views.

11. On October 23, 2008, and September 5, 2008, respectively, after conducting the Fairness Hearings, the California and Missouri Courts entered judgments (the "**Final Judgments**"), in which they finally certified the Dex-Cool Class and finally approved the Dex-Cool Class Action Settlement.[1]

[1] The Missouri Court certified the following class: "All Consumers who purchased or leased a Covered Vehicle in the State of Missouri (i) that has been in service in excess of seven years, measured from the Date of Initial

12. Before the bankruptcy filing and in accordance with the Dex-Cool Class Action Settlement and the Final Judgments, the following occurred:

- Garden City Group, serving as claims administrator (the "**Claims Administrator**"), collected 68,154 claims statements that were timely submitted;
- The Claims Administrator approved approximately 40,000 claims as valid and entitled to payment under the Dex-Cool Class Action Settlement;
- GM funded approximately $6,127,758.00 necessary to pay those approved claims;
- Notice of deficiency letters were sent out by the Claims Administrator, to the remaining claimants (approximately 28,000), informing them of how to cure deficient claims statements for resubmission;
- The Resubmitting Participating Class Members submitted approximately 11,299 claim statements in an attempt to cure previously-deficient statements; and
- The Claims Administrator reviewed approximately 6,685 of the Claim Forms submitted by the Resubmitted Participating Dex-Cool Class Members and approved claims totaling $1,325,568.60.

Vehicle Delivery, at the time of the first date on which notice of the Settlement is disseminated and who, at the time of the notice, had not incurred an expense of the type included in the definition of Covered Repair, or (ii) who incurred an expense for a Covered Repair before the first date on which notice of the Settlement is disseminated to the Class in accordance with the Notice Order." Excluded from the Missouri Class were GM; any affiliate, parent, or subsidiary of GM; any entity in which GM has a controlling interest; any officer, director, or employee of GM; any successor or assign of GM; and the Judge to whom the Action is assigned as well as his or her immediate family.

The California Court certified the following class: "All Consumers in the United State of America, excepting those who purchased or leased their vehicles in the State of Missouri, who (i) own or lease, or who have owned or leased, a Covered Vehicle that has been in service in excess of seven years, measured from the Date of Initial Vehicle Delivery, at the time of the first date on which notice of the Settlement is disseminated and who, at the time of the notice, had not incurred a repair expense of the type included in the definition of Covered Repair, or (ii) own or lease, or who have owned or leased, a Covered Vehicle and who incurred an expense for a Covered Repair before the first date on which notice of the Settlement is disseminated to the Class in accordance with the Notice Order." Excluded from the California Class were GM, any affiliate, parent, or subsidiary of GM, any entity in which GM has a controlling interest, any officer, director, or employee of GM, any successor or assign of GM, anyone employed by counsel for Representative Plaintiffs, any Judge to whom any of the Actions is assigned as well as his or her immediate family; any and all persons who timely and validly request exclusion from the Class pursuant to the notice disseminated in accordance with the Notice Order.

13. On June 1, 2009, certain of the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"), which stayed all further implementation of the Dex-Cool Class Action Settlement, including the Claims Administrator's review of the remaining 4,614 Claim Forms submitted by the Resubmitting Participating Class Members.

14. On September 16, 2009, this Court entered the Bar Date Order which, among other things, established November 30, 2009 at 5:00 p.m. (Eastern) as the deadline to file proofs of claim against MLC and certain of the other Debtors based on prepetition claims and set forth procedures for filing proofs of claim in these chapter 11 cases.

15. Furthermore, on October 6, 2009, this Court entered the Procedures Order, which authorizes the Initial Debtors, among other things, to file omnibus objections to no more than 100 claims at a time, under various grounds, including those set forth in Bankruptcy Rule 3007(d) and those additional grounds set forth in the Procedures Order. The claimants that are listed in Exhibit "A" have all filed claims against the Initial Debtors.

16. On November 24, 2009, the Parties entered into a stipulation (the "**Stipulation**") permitting Co-Lead Class Counsel to file, on behalf of all members of the Dex-Cool Class, the Dex-Cool Class Action Claim against the Debtors.

17. On November 25, 2009, the Dex-Cool Class Action Claim was filed with this Court on behalf of the Dex-Cool Class and assigned claim number 51095. The Dex-Cool Class Action Claim, a copy of which is attached hereto as **Exhibit "C,"** asserts a claim in the amount of $3,000,000.00, for class consideration allegedly due pursuant to the Dex-Cool Class Action Settlement.

18. On December 1, 2009, the Court entered the Order Approving the Stipulation (the "**Stipulated Order**"), a copy of which is attached hereto as **Exhibit "D,"** permitting Co-Lead Class Counsel to file the Dex-Cool Class Action Claim against the Debtors. The Dex-Cool Class Action Claim seeks relief on behalf of all of the Dex-Cool Class members, and, through the Stipulated Order, Co-Lead Class Counsel "consents to" and "is deemed to be the claimant" for purposes of receiving notices and distributions on behalf of the members of the Dex-Cool Class. (*See id.*)

19. The Individual Dex-Cool Claimants are members of the Dex-Cool Class. Court records indicate that none of the Individual Dex-Cool Claimants opted out of the Dex-Cool Class. Further, the proofs of claim filed by the Individual Dex-Cool Claimants seek to obtain benefits from the Dex-Cool Class Action Settlement or that are related to the claims released through the Dex-Cool Class Action Settlement. Thus, the Individual Dex-Cool Claims are duplicative of the Dex-Cool Class Action Claim. (*See id.*)

20. On March 24, 2011, the Debtors filed their Dex-Cool Modification Motion (ECF No. 9905), a copy of which is attached hereto without exhibits as **Exhibit "E,"** seeking to implement the Agreement providing for approval of the settlement previously reached in the Dex-Cool Class Action with certain modifications necessary as a result of the Debtors' chapter 11 cases. A hearing on the Dex-Cool Modification Motion is currently scheduled for April 26, 2011 at 9:45 a.m. (Eastern Time).

21. Accordingly, provided that the Court approves the Agreement and the Individual Dex-Cool Claimants are entitled to consideration due under the terms of the original Dex-Cool Class Action Settlement, they will obtain a *pro rata* distribution based on the Dex-Cool Class Action Claim pursuant to the terms of the Agreement.

IV. The Relief Requested Should Be Approved by the Court

22. A filed proof of claim is "deemed allowed, unless a party in interest . . . objects." 11 U.S.C. § 502(a). If an objection refuting at least one of the claim's essential allegations is asserted, the claimant has the burden to demonstrate the validity of the claim. *See In re Oneida, Ltd.*, 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009), *aff'd*, No. 09 Civ. 2229 (DC), 2010 WL 234827 (S.D.N.Y. Jan. 22, 2010); *In re Adelphia Commc'ns Corp.*, No. 02-41729 (REG), 2007 Bankr. LEXIS 660, at *15 (Bankr. S.D.N.Y. Feb. 20, 2007); *In re Rockefeller Ctr. Props.*, 272 B.R. 524, 539 (Bankr. S.D.N.Y. 2000).

23. Section 502(b)(1) of the Bankruptcy Code provides, in relevant part, that a claim may not be allowed to the extent that "such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law." 11 U.S.C. § 502(b)(1). Further, the Debtors cannot be required to pay on the same claim more than once. *See, e.g., In re Finley, Kumble, Wagner, Heine, Underberg, Manley, Myerson, & Casey*, 160 B.R. 882, 894 (Bankr. S.D.N.Y. 1993) ("In bankruptcy, multiple recoveries for an identical injury are generally disallowed.").

24. The Individual Dex-Cool Claims should be expunged because they are duplicative of the Dex-Cool Class Action Claim. The Individual Dex-Cool Claimants are members of the Dex-Cool Class, and the Individual Dex-Cool Claims seek amounts purportedly due based on the Dex-Cool Class Action Settlement, which has already been resolved by the Debtors with the settlement of the Dex-Cool Class Action Claim set forth in the Agreement. The Individual Dex-Cool Claims already are covered by the Dex-Cool Class Action Claim, and Individual Dex-Cool Claimants are not entitled to individual relief separate and apart from the Dex-Cool Class Action Claim. Accordingly, to the extent the Individual Dex-Cool Claimants

are entitled to any relief under the Dex-Cool Class Action Settlement, they will obtain a *pro rata* distribution based on the Dex-Cool Class Action Claim pursuant to the Agreement.

25. Moreover, any Individual Dex-Cool Claims related to the claims released in the Dex-Cool Class Action Settlement necessarily merged into the Final Judgment and dismissal of the Dex-Cool Class Actions by the California and Missouri Courts. Accordingly, the Dex-Cool Plaintiffs and Co-Lead Class Counsel, and not individual members of the Dex-Cool Class, are the proper parties to bring claims for consideration due under the terms of the Dex-Cool Class Action Settlement.

26. To avoid the possibility of multiple recoveries by the same creditor, and because the Individual Dex-Cool Claimants already agreed to be bound by the Dex-Cool Class Action Settlement as members of the Dex-Cool Class, the Debtors respectfully request that the Court disallow and expunge the Individual Dex-Cool Claims in their entirety.

V. Notice

27. Notice of this 217th Omnibus Objection to Claims has been provided to (i) each claimant listed on Exhibit "A"; (ii) Girard Gibbs LLP, Co-Lead Class Counsel for the Dex-Cool Plaintiffs and the Dex-Cool Class, 601 California Street, Suite 1400, San Francisco, California 94108 (Attn.: Eric H. Gibbs, Esq. and A. J. De Bartolomeo, Esq.); (iii) Polsinelli Shughart P.C., Co-Lead Class Counsel for the Dex-Cool Plaintiffs and the Dex-Cool Class, Twelve Wyandotte Plaza, 120 West 12th Street, Kansas City, Missouri 64105 (Attn.: P. John Brady, Esq.); and (iv) parties in interest in accordance with the Fifth Amended Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 1015(c) and 9007 Establishing Notice and Case Management Procedures, dated January 3, 2011 (ECF No. 8360). The Debtors submit that such notice is sufficient and no other or further notice need be provided.

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

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

Dated: New York, New York
March 24, 2011

/s/ Joseph H. Smolinsky
Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

EXHIBIT A

CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
ABRAHAM WILLIAM 1628 STONEY BROOK ROCHESTER HILLS, MI 48309	2668	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $675.31 (U) $675.31 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ARTHUR CORBIN 2401 KAYWOOD LANE SILVER SPRING, MD 20905	14051	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $827.25 (U) $827.25 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
BARBARA J MILLER 9060 STANLEY RD WINDHAM, OH 44288	3180	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $857.66 (U) $857.66 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
BARLOW, RICHARD M 7820 S STILLHOUSE RD OAK GROVE, MO 64075-8260	11787	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $5,000.00 (U) $5,000.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
BEVERLY IRBY POB 413 MORTON, MS 39117	4047	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $5,968.38 (U) $5,968.38 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
BONENFANT, CAROL S 33367 ELGIN CT STERLING HEIGHTS, MI 48310-6033	18326	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $729.83 (U) $729.83 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
(2) Claims on the exhibit are sorted in alphabetical order based on the creditor name as listed on proof of claim form.

CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
BORCSANE, CHARLES M 29126 SHIRLEY AVE MADISON HTS, MI 48071-2661	2222	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $754.16 (U) $754.16 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
CARL L PALERMO 6905 T GABBERT DR PLEASANT VALLEY, MO 64068MARIANA ISL (NOT THE US GUAM)	23192	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,342.74 (U) $1,342.74 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
CAROL LEAKEY BEARDSLEE 10500 E 82ND ST RAYTOWN, MO 64138-2150	3063	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $282.76 (U) $282.76 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
CHARLES BORCSANE 29126 SHIRLEY AVE MADISON HTS, MI 48071-2661	2127	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $823.15 (U) $823.15 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
CHARLES MERK 907 THOMPSON BLVD SEDALIA, MO 65301-2240	18033	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $702.26 (U) $702.26 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
COLLINS, JACKIE M 18945 LAUREL DR LIVONIA, MI 48152-4801	2372	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $601.37 (U) $601.37 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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(2) Claims on the exhibit are sorted in alphabetical order based on the creditor name as listed on proof of claim form.

CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
CORDASCO, JOANN 166 DAVEY ST APT D BLOOMFIELD, NJ 07003-6250	20320	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $400.00 (U) $400.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
CYNTHIA AND ERIC HINTON CYNTHIA HINTON 826 COMMERCE BLVD RIVERDALE, GA 30296	21001	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,600.00 (U) $1,600.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
DANIEL L LAUER 110 W BERRY ST SUITE 1700 FORT WAYNE, IN 46802UNITED STATES OF AMERICA	30885	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $450.00 (U) $450.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
DARLENE ZSCHERNITZ N4142 LARSONS AVE NEILLSVILLE, WI 54456	18413	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,241.01 (U) $1,241.01 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
DAVID AND KATHY GRINSTEAD 835 GLADDEN RD COLUMBUS, OH 43212	44623	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,069.03 (U) $1,069.03 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
DAVID AND KATHY GRINSTEAD 835 GLADDEN ROAD COLUMBUS, OH 43212	44624	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,023.44 (U) $1,023.44 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
DOROTHY JOHANNES 530 COUNTY RD 3401 BULLARD, TX 75757	3223	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $2,596.11 (U) $2,596.11 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
DOROTHY JOHANNES 530 CR 3401 BULLARD, TX 75757	3224	Motors Liquidation Company	Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
DOUGLAS DAVIS 96 COOK DRIVE CHARLESTON, WV 25314UNITED STATES OF AMERICA	16146	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $100.00 (U) $100.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
DUANE KUCHAPSKY 1392 LINVILLE DR WATERFORD, MI 48328-1231	36114	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,377.66 (U) $1,377.66 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ERNEST BIRCH JR 305 RANCH DR MANCHESTER, MO 63011	14914	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $649.68 (U) $649.68 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
GARY DOHENY 530 6TH ST PITCAIRN, PA 15140	32906	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $647.00 (U) $647.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
GILBERT LAWRENCE 56 TWIN OAKS NEW MILFORD, CT 06776UNITED STATES OF AMERICA	19660	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $866.02 (U) $866.02 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
GILBERT LAWRENCE 56 TWIN OAKS NEW MILFORD, CT 06776	19661	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $319.06 (U) $319.06 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
GREGORY BRAUNLICH 316 WEST FRONT ST MONROE, MI 48161UNITED STATES OF AMERICA	44340	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,220.45 (U) $1,220.45 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
GREGORY SABO 2745 SABLE CT. MT. PLEASANT, MI 48858	44009	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,085.18 (U) $1,085.18 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
HENSON, BOY 106 E PLEASANT ST RIVER ROUGE, MI 48218-1628	9209	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $400.00 (U) $400.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
HETZER, MICHAEL A 2664 DARKE CT CINCINNATI, OH 45233-4207	15016	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $2,900.00 (U) $2,900.00 (T) Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
HOCHGREBE, WILLIAM E 4777 TOWNE CENTRE DR SAINT LOUIS, MO 63128-2814	17661	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $100.00 (U) $100.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
IRENE VENTURA 126 CASTLEMONT DRIVE GRASS VALLEY, CA 95945	32772	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $400.00 (U) $400.00 (T) Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JANE TYLENDA 2373 ANDRUS HAMTRAMCK, MI 48212UNITED STATES OF AMERICA	30795	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $100.00 (U) $100.00 (T) Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JANEEN MOTTERN 511 CRESCENT HEIGHTS DRIVE CREEDMOOR, NC 27522UNITED STATES OF AMERICA	44080	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $900.00 (U) $900.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JAYNE E MAXWELL 104 FENOFF CIR ST JOHNSBURY, VT 05819	36925	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $496.09 (U) $496.09 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
JAYNE E MAXWELL 104 FENOFF CIR ST JOHNSBURY, VT 05819	36934	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $299.50 (U) $299.50 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JENSEN, MARTHA J 8825 IROQUOIS RD SAINT HELEN, MI 48656-9746	1775	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $568.29 (U) $568.29 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JEREMY WINTER 934 NE HYACINTH LN ANKENY, IA 50021UNITED STATES OF AMERICA	29030	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $400.00 (U) $400.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JIM CUMMINGS 106 GREYROCK DR BOWLING GREEN, KY 42101-7420	37602	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $899.30 (U) $899.30 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JOAN M WALDROP 169 CEDARVIEW DR WATERVLIET, NY 12189	4810	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $859.23 (U) $859.23 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JOHANSON, KAREN L 1720 SKY MOUNTAIN WAY HENDERSON, NV 89014-6013	22579	Motors Liquidation Company	Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
JOHN J BIESE, JR 1930 W CHARLES ST APPLETON, WI 54914UNITED STATES OF AMERICA	17206	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $673.90 (U) $673.90 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JON CINELLI 140 GREENFIELD DRIVE TONAWANDA, NY 14150UNITED STATES OF AMERICA	29711	Motors Liquidation Company	Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
LAMONT GIBSON 1044 HOMESTEAD RD SOUTH EUCLID, OH 44121UNITED STATES OF AMERICA	18890	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $3,800.00 (U) $3,800.00 (T) Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
LARRY A HARVEY 350 ETHELROB CIR CARLISLE, OH 45005-4295	2306	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $637.45 (U) $637.45 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
LINDA DALLAS 3070 ALSTONE DR DECATUR, GA 30032UNITED STATES OF AMERICA	21068	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $800.00 (U) $800.00 (T) Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
LONG, MICHAEL D 8507 IVY HILL DR POLAND, OH 44514-5209	13363	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $600.00 (U) $600.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
LORRAINE ULMER 505 STEPHENS HILL ROAD REED POINT, MT 59069UNITED STATES OF AMERICA	31207	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $4,402.88 (U) $4,402.88 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
LORRAINE ULMER 505 STEPHENS HILL RD REED POINT, MT 59069	31208	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $608.81 (U) $608.81 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
MANGAPORA, JOHN 6336 SANCTUARY POINTE CT GRAND BLANC, MI 48439-9061	4527	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $100.00 (U) $100.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
MARK A GROSS 512 PETERSBURG PL WENTZVILLE, MO 63385	22773	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $596.87 (U) $596.87 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
MARK JAGELS 5175 SKYLITE LN SHELBY TWP, MI 48316UNITED STATES OF AMERICA	29995	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,611.09 (U) $1,611.09 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
MARTUCCI, VIOLET 3114 BANCROFT RD FAIRLAWN, OH 44333-3224	5184	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $656.52 (U) $656.52 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
MARY KENNEDY 4201 CYPRESS AVE KANSAS CITY, MO 64130-1535	23029	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $508.90 (U) $508.90 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
MICHAEL BOWSER 446 ROCKY HOLLOW DR MEDINA, OH 44256	45973	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $750.00 (U) $750.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
MICHAEL BUCKMAN 825 SOUTHWEST TULIP BOULEVARD FORT ST. LUCY, FL 34953UNITED STATES OF AMERICA	38832	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $5,667.00 (U) $5,667.00 (T) Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
NAYLON JERALD 157 ROCK GLEN ROAD SUGARLOAF, PA 18249UNITED STATES OF AMERICA	22571	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $400.00 (U) $400.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
NISM 2007 NO PHYSICAL FILES ARE CREATED REN, JIANWEI 543 ETHAN DR WESTLAND, MI 48185-9642	16298	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $761.58 (U) $761.58 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
NORMA E RENICK 1008 ELMONT ROAD SULLIVAN, MO 63080	30815	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $50.00 (U) $50.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PAM GENENDER 124 HOLIDAY LANE HAINESVILLE, IL 60073UNITED STATES OF AMERICA	21157	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $10,000.00 (U) $10,000.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PATRICIA BARTO 1524 MARYLAND AVE SPRINGFIELD, IL 62702	19058	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $357.78 (U) $357.78 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PATRICIA FERRARO 13366 ANGLER ST SPRING HILL, FL 34609	7673	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $2,514.15 (U) $2,514.15 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PATRICIA FERRARO 13366 ANGLER STREET SPRING HILL, FL 34609	7674	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $902.52 (U) $902.52 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
PATRICIA FERRARO 13366 ANGLER STREET SPRING HILL, FL 34609	7675	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $733.48 (U) $733.48 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PAUL CUBELLIS 4986 EAST RADIO ROAD YOUNGSTOWN, OH 44515UNITED STATES OF AMERICA	20201	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $350.80 (U) $350.80 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PELLES, MARGARET B 1139 HUBBARD THOMAS RD HUBBARD, OH 44425-3039	10592	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $898.89 (U) $898.89 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PETERSON, RANDALL J 3398 STONEYRIDGE DR HUDSONVILLE, MI 49426-9092	19882	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $597.16 (U) $597.16 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PHILIP ELLIOTT 7725 CABIN CREEK COURT CUMMING, GA 30028UNITED STATES OF AMERICA	22137	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,105.02 (U) $1,105.02 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PITAWANAKWAT, LORI 551 E SHERIDAN RD LANSING, MI 48906-2339	5389	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $800.68 (U) $800.68 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
RACHEL GUTHRIE 198 DAUGHTRY RD SEMINARY, MS 39479UNITED STATES OF AMERICA	21155	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,020.00 (U) $1,020.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
RACHEL GUTHRIE 198 DAUGHTRY RD. SEMINARY, MS 39479UNITED STATES OF AMERICA	21156	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $800.00 (U) $800.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
RANDALL PETERSON 3398 STONEYRIDGE DR HUDSONVILLE, MI 49426-9092	19883	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $783.28 (U) $783.28 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ROBERT CUMBERLAND PO BOX 342 ELYSIAN, MN 56028	1536	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,272.66 (U) $1,272.66 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ROBERT CUMBERLAND PO BOX 342 ELYSIAN, MN 56028	1537	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,004.85 (U) $1,004.85 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ROBERT CUMBERLAND PO BOX 342 ELYSIAN, MN 56028	1538	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,214.00 (U) $1,214.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
(2) Claims on the exhibit are sorted in alphabetical order based on the creditor name as listed on proof of claim form.

CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
ROBERT GARAVAGLIA C/O ROBERT GARAVAGLIA AND CLAUDETTE GARAVAGLIA 21731 RANDALL ST FARMINGTN HLS, MI 48336-5337	21148	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $518.70 (U) $518.70 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ROBERT I GOODWIN 55 NORTH 2ND ST KALAMAZOO, MI 49009-8574	1065	Motors Liquidation Company	$1,613.35 (S) $0.00 (A) $1,613.35 (P) $0.00 (U) $3,226.70 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ROBERT I GOODWIN 55 NORTH 2ND STREET KALAMAZOO, MI 49009-8574	1205	Motors Liquidation Company	$676.77 (S) $0.00 (A) $676.77 (P) $0.00 (U) $1,353.54 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ROBERT MCDANIEL 1822 SE SOLOMON LOOP VANCOUVER, WA 98683UNITED STATES OF AMERICA	15964	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $850.00 (U) $850.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ROBERT VOGELSANG 9 CREEKSIDE DR SAINT PETERS, MO 63376-2025	3557	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $4,391.33 (U) $4,391.33 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
RONN OR NIKI CASHDOLLAR 10090 SIMMS STATION ROAD CENTERVILLE, OH 45458	44015	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $785.15 (U) $785.15 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
(2) Claims on the exhibit are sorted in alphabetical order based on the creditor name as listed on proof of claim form.

CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
SAMUEL MULLEN-PERRON 1109 N. COURT ST LE SUEUR, MN 56058UNITED STATES OF AMERICA	18489	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $4,957.04 (U) $4,957.04 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
SANFORD TENEBAUM 1955 YOSEMITE BLVD. APT. 30 BIRMINGHAM, MI 48009UNITED STATES OF AMERICA	22286	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $4,000.00 (U) $4,000.00 (T) Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
SKROBIAK, MARIANNE F 8217 S LEGEND DR FRANKLIN, WI 53132-9615	33337	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $450.39 (U) $450.39 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
STANLEY MORRIS 2738 MILES AVENUE PITTSBURG, PA 15216	20806	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $648.80 (U) $648.80 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
SUSAN JONES 1259 SHANNON COUNTY DRIVE ST. LOUIS, MO 63125	12662	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $50.00 (U) $50.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
(2) Claims on the exhibit are sorted in alphabetical order based on the creditor name as listed on proof of claim form.

CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
TABORIA WILSON P.O. BOX 720364 HOUSTON, TX 77272UNITED STATES OF AMERICA	15854	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $800.00 (U) $800.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
TERRY SWEENEY 5612 NORTH NORDICA CHICAGO, IL 60631	23025	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $903.82 (U) $903.82 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
THOMAS GUSTAFSON 1633 ARCADIA AVE SOUTH BEND, IN 46635UNITED STATES OF AMERICA	23135	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $694.69 (U) $694.69 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
THOMAS R KENNEDY 3816 SO GRAND TRAVERSE ST FLINT, MI 48507-2401	52	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,057.81 (U) $1,057.81 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
THOMAS R KENNEDY 3816 SO GRAND TRAVERSE ST FLINT, MI 48507-2401	16047	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,419.39 (U) $1,419.39 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
TIMMONS, DAN 5814 W LAKE ST ST LOUIS PARK, MN 55416-2123	6283	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,500.00 (U) $1,500.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
(2) Claims on the exhibit are sorted in alphabetical order based on the creditor name as listed on proof of claim form.

CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
TIMOTHY BLACK 4122 ALPHA ST APT 14 LANSING, MI 48910-4750	46065	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $11,734.87 (U) $11,734.87 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
TOM DE FONSO 19578 MIDWAY BLVD. PORT CHARLOTTE, FL 33948UNITED STATES OF AMERICA	32801	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,736.43 (U) $1,736.43 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
TYSON, CARMELA 15 HARRISON AVE TITUSVILLE, NJ 08560-1619	6881	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $484.50 (U) $484.50 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
WALTER MARVIN MCKINLEY 632 ATWOOD COURT FORT COLLINS, CO 80525UNITED STATES OF AMERICA	17443	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,306.51 (U) $1,306.51 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
WILLIAM ABRAHAM PO BOX 1390 STERLING HEIGHTS, MI 48311UNITED STATES OF AMERICA	36662	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $675.31 (U) $675.31 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
WILLIAM HOCHGREBE 4777 TOWNE CENTRE DR SAINT LOUIS, MO 63128-2814	17972	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $400.00 (U) $400.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
(2) Claims on the exhibit are sorted in alphabetical order based on the creditor name as listed on proof of claim form.

CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
WILSON, KENNETH W 834 W 30TH ST INDEPENDENCE, MO 64055-2304	8966	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,106.47 (U) $1,106.47 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
CLAIMS TO BE DISALLOWED AND EXPUNGED	**99**		**$2,290.12** (S) **$0.00** (A) **$2,290.12** (P) **$128,983.40** (U) **$133,563.64** (T)		

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
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EXHIBIT B

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

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

ORDER GRANTING DEBTORS' 217TH OMNIBUS OBJECTION TO CLAIMS
(Duplicate Claims Filed by Individual Members of the Dex-Cool Class)

Upon the 217th omnibus objection to claims, dated March 24, 2011 (the "**217th Omnibus Objection to Claims**")[1] to certain proofs of claim filed by individual members of the Dex-Cool Class as set forth on **Exhibit "A"** annexed hereto (collectively, the "**Individual Dex-Cool Claims**"), of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the "**Debtors**"), pursuant to section 502(b) of title 11, United States Code (the "**Bankruptcy Code**"), Rule 3007(d) of the Federal Rules of Bankruptcy Procedure, and this Court's order approving procedures for the filing of omnibus objections to proofs of claim filed in these chapter 11 cases (the "**Procedures Order**") (ECF No. 4180), seeking to disallow and expunge the Individual Dex-Cool Claims on the ground that they are duplicative of Proof of Claim No. 51095 (the "**Dex-Cool Class Action Claim**"), as more fully described in the 217th Omnibus Objection to Claims; and due and proper notice of the 217th Omnibus Objection to Claims having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the 217th Omnibus Objection to

[1] Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Debtors' 217th Omnibus Objection to Claims.

Claims is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the 217th Omnibus Objection to Claims establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the relief requested in the 217th Omnibus Objection to Claims is granted to the extent provided herein; and it is further

ORDERED that, pursuant to section 502(b) of the Bankruptcy Code, the Individual Dex-Cool Claims listed on Exhibit "A" annexed hereto are disallowed and expunged in their entirety; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: New York, New York
_____, 2011

_____
United States Bankruptcy Judge

EXHIBIT A

CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
ABRAHAM WILLIAM 1628 STONEY BROOK ROCHESTER HILLS, MI 48309	2668	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $675.31 (U) $675.31 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ARTHUR CORBIN 2401 KAYWOOD LANE SILVER SPRING, MD 20905	14051	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $827.25 (U) $827.25 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
BARBARA J MILLER 9060 STANLEY RD WINDHAM, OH 44288	3180	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $857.66 (U) $857.66 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
BARLOW, RICHARD M 7820 S STILLHOUSE RD OAK GROVE, MO 64075-8260	11787	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $5,000.00 (U) $5,000.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
BEVERLY IRBY POB 413 MORTON, MS 39117	4047	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $5,968.38 (U) $5,968.38 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
BONENFANT, CAROL S 33367 ELGIN CT STERLING HEIGHTS, MI 48310-6033	18326	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $729.83 (U) $729.83 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
(2) Claims on the exhibit are sorted in alphabetical order based on the creditor name as listed on proof of claim form.

CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
BORCSANE, CHARLES M 29126 SHIRLEY AVE MADISON HTS, MI 48071-2661	2222	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $754.16 (U) $754.16 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
CARL L PALERMO 6905 T GABBERT DR PLEASANT VALLEY, MO 64068MARIANA ISL (NOT THE US GUAM)	23192	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,342.74 (U) $1,342.74 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
CAROL LEAKEY BEARDSLEE 10500 E 82ND ST RAYTOWN, MO 64138-2150	3063	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $282.76 (U) $282.76 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
CHARLES BORCSANE 29126 SHIRLEY AVE MADISON HTS, MI 48071-2661	2127	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $823.15 (U) $823.15 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
CHARLES MERK 907 THOMPSON BLVD SEDALIA, MO 65301-2240	18033	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $702.26 (U) $702.26 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
COLLINS, JACKIE M 18945 LAUREL DR LIVONIA, MI 48152-4801	2372	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $601.37 (U) $601.37 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
(2) Claims on the exhibit are sorted in alphabetical order based on the creditor name as listed on proof of claim form.

CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
CORDASCO, JOANN 166 DAVEY ST APT D BLOOMFIELD, NJ 07003-6250	20320	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $400.00 (U) $400.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
CYNTHIA AND ERIC HINTON CYNTHIA HINTON 826 COMMERCE BLVD RIVERDALE, GA 30296	21001	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,600.00 (U) $1,600.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
DANIEL L LAUER 110 W BERRY ST SUITE 1700 FORT WAYNE, IN 46802UNITED STATES OF AMERICA	30885	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $450.00 (U) $450.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
DARLENE ZSCHERNITZ N4142 LARSONS AVE NEILLSVILLE, WI 54456	18413	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,241.01 (U) $1,241.01 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
DAVID AND KATHY GRINSTEAD 835 GLADDEN RD COLUMBUS, OH 43212	44623	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,069.03 (U) $1,069.03 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
DAVID AND KATHY GRINSTEAD 835 GLADDEN ROAD COLUMBUS, OH 43212	44624	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,023.44 (U) $1,023.44 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
(2) Claims on the exhibit are sorted in alphabetical order based on the creditor name as listed on proof of claim form.

CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
DOROTHY JOHANNES 530 COUNTY RD 3401 BULLARD, TX 75757	3223	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $2,596.11 (U) $2,596.11 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
DOROTHY JOHANNES 530 CR 3401 BULLARD, TX 75757	3224	Motors Liquidation Company	Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
DOUGLAS DAVIS 96 COOK DRIVE CHARLESTON, WV 25314UNITED STATES OF AMERICA	16146	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $100.00 (U) $100.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
DUANE KUCHAPSKY 1392 LINVILLE DR WATERFORD, MI 48328-1231	36114	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,377.66 (U) $1,377.66 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ERNEST BIRCH JR 305 RANCH DR MANCHESTER, MO 63011	14914	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $649.68 (U) $649.68 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
GARY DOHENY 530 6TH ST PITCAIRN, PA 15140	32906	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $647.00 (U) $647.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
(2) Claims on the exhibit are sorted in alphabetical order based on the creditor name as listed on proof of claim form.

CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
GILBERT LAWRENCE 56 TWIN OAKS NEW MILFORD, CT 06776UNITED STATES OF AMERICA	19660	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $866.02 (U) $866.02 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
GILBERT LAWRENCE 56 TWIN OAKS NEW MILFORD, CT 06776	19661	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $319.06 (U) $319.06 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
GREGORY BRAUNLICH 316 WEST FRONT ST MONROE, MI 48161UNITED STATES OF AMERICA	44340	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,220.45 (U) $1,220.45 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
GREGORY SABO 2745 SABLE CT. MT. PLEASANT, MI 48858	44009	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,085.18 (U) $1,085.18 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
HENSON, BOY 106 E PLEASANT ST RIVER ROUGE, MI 48218-1628	9209	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $400.00 (U) $400.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
HETZER, MICHAEL A 2664 DARKE CT CINCINNATI, OH 45233-4207	15016	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $2,900.00 (U) $2,900.00 (T) Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
HOCHGREBE, WILLIAM E 4777 TOWNE CENTRE DR SAINT LOUIS, MO 63128-2814	17661	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $100.00 (U) $100.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
IRENE VENTURA 126 CASTLEMONT DRIVE GRASS VALLEY, CA 95945	32772	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $400.00 (U) $400.00 (T) Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JANE TYLENDA 2373 ANDRUS HAMTRAMCK, MI 48212UNITED STATES OF AMERICA	30795	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $100.00 (U) $100.00 (T) Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JANEEN MOTTERN 511 CRESCENT HEIGHTS DRIVE CREEDMOOR, NC 27522UNITED STATES OF AMERICA	44080	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $900.00 (U) $900.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JAYNE E MAXWELL 104 FENOFF CIR ST JOHNSBURY, VT 05819	36925	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $496.09 (U) $496.09 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
JAYNE E MAXWELL 104 FENOFF CIR ST JOHNSBURY, VT 05819	36934	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $299.50 (U) $299.50 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JENSEN, MARTHA J 8825 IROQUOIS RD SAINT HELEN, MI 48656-9746	1775	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $568.29 (U) $568.29 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JEREMY WINTER 934 NE HYACINTH LN ANKENY, IA 50021UNITED STATES OF AMERICA	29030	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $400.00 (U) $400.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JIM CUMMINGS 106 GREYROCK DR BOWLING GREEN, KY 42101-7420	37602	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $899.30 (U) $899.30 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JOAN M WALDROP 169 CEDARVIEW DR WATERVLIET, NY 12189	4810	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $859.23 (U) $859.23 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JOHANSON, KAREN L 1720 SKY MOUNTAIN WAY HENDERSON, NV 89014-6013	22579	Motors Liquidation Company	Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
JOHN J BIESE, JR 1930 W CHARLES ST APPLETON, WI 54914UNITED STATES OF AMERICA	17206	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $673.90 (U) $673.90 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
JON CINELLI 140 GREENFIELD DRIVE TONAWANDA, NY 14150UNITED STATES OF AMERICA	29711	Motors Liquidation Company	Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
LAMONT GIBSON 1044 HOMESTEAD RD SOUTH EUCLID, OH 44121UNITED STATES OF AMERICA	18890	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $3,800.00 (U) $3,800.00 (T) Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
LARRY A HARVEY 350 ETHELROB CIR CARLISLE, OH 45005-4295	2306	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $637.45 (U) $637.45 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
LINDA DALLAS 3070 ALSTONE DR DECATUR, GA 30032UNITED STATES OF AMERICA	21068	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $800.00 (U) $800.00 (T) Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
LONG, MICHAEL D 8507 IVY HILL DR POLAND, OH 44514-5209	13363	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $600.00 (U) $600.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
LORRAINE ULMER 505 STEPHENS HILL ROAD REED POINT, MT 59069UNITED STATES OF AMERICA	31207	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $4,402.88 (U) $4,402.88 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
LORRAINE ULMER 505 STEPHENS HILL RD REED POINT, MT 59069	31208	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $608.81 (U) $608.81 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
MANGAPORA, JOHN 6336 SANCTUARY POINTE CT GRAND BLANC, MI 48439-9061	4527	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $100.00 (U) $100.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
MARK A GROSS 512 PETERSBURG PL WENTZVILLE, MO 63385	22773	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $596.87 (U) $596.87 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
MARK JAGELS 5175 SKYLITE LN SHELBY TWP, MI 48316UNITED STATES OF AMERICA	29995	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,611.09 (U) $1,611.09 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
MARTUCCI, VIOLET 3114 BANCROFT RD FAIRLAWN, OH 44333-3224	5184	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $656.52 (U) $656.52 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
MARY KENNEDY 4201 CYPRESS AVE KANSAS CITY, MO 64130-1535	23029	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $508.90 (U) $508.90 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
MICHAEL BOWSER 446 ROCKY HOLLOW DR MEDINA, OH 44256	45973	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $750.00 (U) $750.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
MICHAEL BUCKMAN 825 SOUTHWEST TULIP BOULEVARD FORT ST. LUCY, FL 34953UNITED STATES OF AMERICA	38832	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $5,667.00 (U) $5,667.00 (T) Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
NAYLON JERALD 157 ROCK GLEN ROAD SUGARLOAF, PA 18249UNITED STATES OF AMERICA	22571	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $400.00 (U) $400.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
NISM 2007 NO PHYSICAL FILES ARE CREATED REN, JIANWEI 543 ETHAN DR WESTLAND, MI 48185-9642	16298	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $761.58 (U) $761.58 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
NORMA E RENICK 1008 ELMONT ROAD SULLIVAN, MO 63080	30815	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $50.00 (U) $50.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PAM GENENDER 124 HOLIDAY LANE HAINESVILLE, IL 60073UNITED STATES OF AMERICA	21157	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $10,000.00 (U) $10,000.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PATRICIA BARTO 1524 MARYLAND AVE SPRINGFIELD, IL 62702	19058	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $357.78 (U) $357.78 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PATRICIA FERRARO 13366 ANGLER ST SPRING HILL, FL 34609	7673	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $2,514.15 (U) $2,514.15 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PATRICIA FERRARO 13366 ANGLER STREET SPRING HILL, FL 34609	7674	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $902.52 (U) $902.52 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
PATRICIA FERRARO 13366 ANGLER STREET SPRING HILL, FL 34609	7675	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $733.48 (U) $733.48 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PAUL CUBELLIS 4986 EAST RADIO ROAD YOUNGSTOWN, OH 44515UNITED STATES OF AMERICA	20201	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $350.80 (U) $350.80 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PELLES, MARGARET B 1139 HUBBARD THOMAS RD HUBBARD, OH 44425-3039	10592	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $898.89 (U) $898.89 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PETERSON, RANDALL J 3398 STONEYRIDGE DR HUDSONVILLE, MI 49426-9092	19882	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $597.16 (U) $597.16 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PHILIP ELLIOTT 7725 CABIN CREEK COURT CUMMING, GA 30028UNITED STATES OF AMERICA	22137	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,105.02 (U) $1,105.02 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
PITAWANAKWAT, LORI 551 E SHERIDAN RD LANSING, MI 48906-2339	5389	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $800.68 (U) $800.68 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
RACHEL GUTHRIE 198 DAUGHTRY RD SEMINARY, MS 39479UNITED STATES OF AMERICA	21155	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,020.00 (U) $1,020.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
RACHEL GUTHRIE 198 DAUGHTRY RD. SEMINARY, MS 39479UNITED STATES OF AMERICA	21156	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $800.00 (U) $800.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
RANDALL PETERSON 3398 STONEYRIDGE DR HUDSONVILLE, MI 49426-9092	19883	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $783.28 (U) $783.28 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ROBERT CUMBERLAND PO BOX 342 ELYSIAN, MN 56028	1536	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,272.66 (U) $1,272.66 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ROBERT CUMBERLAND PO BOX 342 ELYSIAN, MN 56028	1537	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,004.85 (U) $1,004.85 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ROBERT CUMBERLAND PO BOX 342 ELYSIAN, MN 56028	1538	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,214.00 (U) $1,214.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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CLAIMS TO BE DISALLOWED AND EXPUNGED

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ROBERT GARAVAGLIA C/O ROBERT GARAVAGLIA AND CLAUDETTE GARAVAGLIA 21731 RANDALL ST FARMINGTN HLS, MI 48336-5337	21148	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $518.70 (U) $518.70 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ROBERT I GOODWIN 55 NORTH 2ND ST KALAMAZOO, MI 49009-8574	1065	Motors Liquidation Company	$1,613.35 (S) $0.00 (A) $1,613.35 (P) $0.00 (U) $3,226.70 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ROBERT I GOODWIN 55 NORTH 2ND STREET KALAMAZOO, MI 49009-8574	1205	Motors Liquidation Company	$676.77 (S) $0.00 (A) $676.77 (P) $0.00 (U) $1,353.54 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ROBERT MCDANIEL 1822 SE SOLOMON LOOP VANCOUVER, WA 98683UNITED STATES OF AMERICA	15964	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $850.00 (U) $850.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
ROBERT VOGELSANG 9 CREEKSIDE DR SAINT PETERS, MO 63376-2025	3557	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $4,391.33 (U) $4,391.33 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
RONN OR NIKI CASHDOLLAR 10090 SIMMS STATION ROAD CENTERVILLE, OH 45458	44015	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $785.15 (U) $785.15 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
SAMUEL MULLEN-PERRON 1109 N. COURT ST LE SUEUR, MN 56058UNITED STATES OF AMERICA	18489	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $4,957.04 (U) $4,957.04 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
SANFORD TENEBAUM 1955 YOSEMITE BLVD. APT. 30 BIRMINGHAM, MI 48009UNITED STATES OF AMERICA	22286	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $4,000.00 (U) $4,000.00 (T) Unliquidated	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
SKROBIAK, MARIANNE F 8217 S LEGEND DR FRANKLIN, WI 53132-9615	33337	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $450.39 (U) $450.39 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
STANLEY MORRIS 2738 MILES AVENUE PITTSBURG, PA 15216	20806	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $648.80 (U) $648.80 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
SUSAN JONES 1259 SHANNON COUNTY DRIVE ST. LOUIS, MO 63125	12662	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $50.00 (U) $50.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
TABORIA WILSON P.O. BOX 720364 HOUSTON, TX 77272UNITED STATES OF AMERICA	15854	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $800.00 (U) $800.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
TERRY SWEENEY 5612 NORTH NORDICA CHICAGO, IL 60631	23025	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $903.82 (U) $903.82 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
THOMAS GUSTAFSON 1633 ARCADIA AVE SOUTH BEND, IN 46635UNITED STATES OF AMERICA	23135	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $694.69 (U) $694.69 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
THOMAS R KENNEDY 3816 SO GRAND TRAVERSE ST FLINT, MI 48507-2401	52	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,057.81 (U) $1,057.81 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
THOMAS R KENNEDY 3816 SO GRAND TRAVERSE ST FLINT, MI 48507-2401	16047	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,419.39 (U) $1,419.39 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
TIMMONS, DAN 5814 W LAKE ST ST LOUIS PARK, MN 55416-2123	6283	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,500.00 (U) $1,500.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

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CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
TIMOTHY BLACK 4122 ALPHA ST APT 14 LANSING, MI 48910-4750	46065	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $11,734.87 (U) $11,734.87 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
TOM DE FONSO 19578 MIDWAY BLVD. PORT CHARLOTTE, FL 33948UNITED STATES OF AMERICA	32801	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,736.43 (U) $1,736.43 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
TYSON, CARMELA 15 HARRISON AVE TITUSVILLE, NJ 08560-1619	6881	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $484.50 (U) $484.50 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
WALTER MARVIN MCKINLEY 632 ATWOOD COURT FORT COLLINS, CO 80525UNITED STATES OF AMERICA	17443	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,306.51 (U) $1,306.51 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
WILLIAM ABRAHAM PO BOX 1390 STERLING HEIGHTS, MI 48311UNITED STATES OF AMERICA	36662	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $675.31 (U) $675.31 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
WILLIAM HOCHGREBE 4777 TOWNE CENTRE DR SAINT LOUIS, MO 63128-2814	17972	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $400.00 (U) $400.00 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
(2) Claims on the exhibit are sorted in alphabetical order based on the creditor name as listed on proof of claim form.

CLAIMS TO BE DISALLOWED AND EXPUNGED

Name and Address of Claimant	Claim #	Debtor	Claim Amount and Priority (1)	Grounds For Objection	Objection Page Reference
WILSON, KENNETH W 834 W 30TH ST INDEPENDENCE, MO 64055-2304	8966	Motors Liquidation Company	$0.00 (S) $0.00 (A) $0.00 (P) $1,106.47 (U) $1,106.47 (T)	Claim is duplicative of Dex-Cool Class Action Claim 51095	Pgs. 1-5
CLAIMS TO BE DISALLOWED AND EXPUNGED	**99**		**$2,290.12** (S) **$0.00** (A) **$2,290.12** (P) **$128,983.40** (U) **$133,563.64** (T)		

(1) In the "Claim Amount and Priority" column, (S) = secured claim, (A) = administrative expense claim, (P) = priority claim, (U) = unsecured claim and (T) = total claim. The amounts listed are taken directly from the proofs of claim, and thus replicate any mathematical errors on the proofs of claim. Where the claim amount is zero, unliquidated, unidentified, or otherwise cannot be determined, the amount listed is "0.00".
(2) Claims on the exhibit are sorted in alphabetical order based on the creditor name as listed on proof of claim form.

EXHIBIT C

GENERAL MOTORS DEX-COOL PRODUCTS LIABILITY LITIGATION
CLASS PROOF OF CLAIM[1]
In re Motors Liquidation Company – 09-50026 (REG)

Debtor: Motors Liquidation Company (f/k/a General Motors Corporation) ("GM")

Total Amount of Class Claim Unliquidated (approximately $3 million)

Treatment of Class Claim Pre-petition/Unsecured

Exhibits to Class Claim

1 Settlement Agreement

2 Notice of Settlement Distributed to Class Members

3 Final Judgment Approving Class Action Settlement

Basis for Claim

1 The Dex-Cool Products Liability Litigation

Starting in 2003, a number of class action lawsuits were filed in state and federal courts against GM involving "Dex-Cool" extended life engine coolant. The lawsuits alleged that Dex-Cool corroded and sludged various engine and cooling system components leading to expensive repairs and in some instances catastrophic engine failure. GM denied all allegations and any liability in the Dex-Cool Litigation.

2. Class Action Settlement in the Dex-Cool Litigation

After more than four years of litigation and on the eve of trial a settlement was reached in 2007. [*See* Exhibit 1.] Pursuant to the terms of the settlement, GM agreed to reimburse class members[2] up to $800.00 for certain repair costs they paid during the first seven years or 150,000 miles of vehicle ownership or lease. Preliminary approval of the settlement was granted on March 20, 2008 and final Judgment approving the settlement in the Dex-Cool Litigation was granted on October 23, 2008[3]. [*See* Exhs. 2 & 3.]

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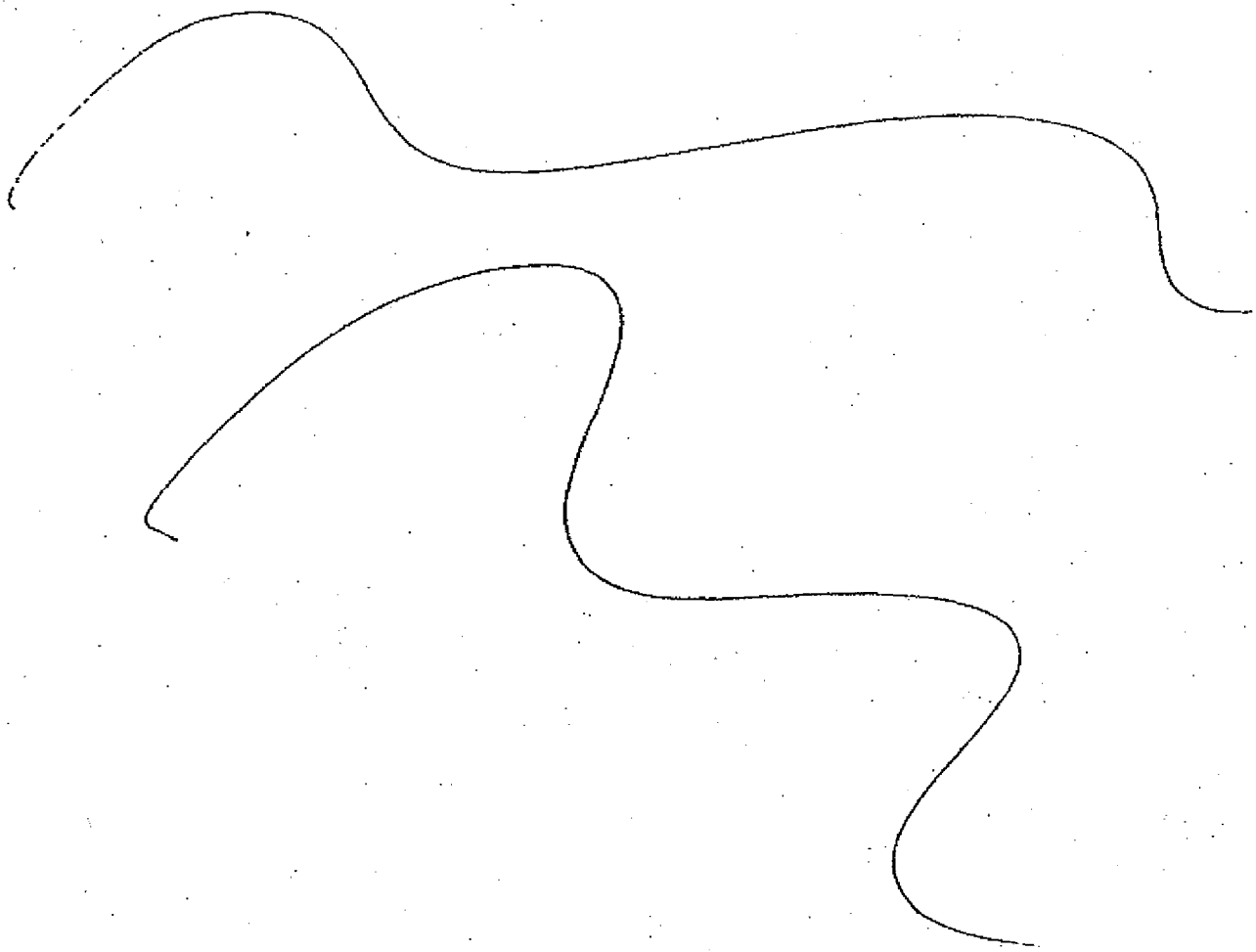
[1] The parties are negotiating a stipulation for filing this class proof of claim. However, the stipulation may not be filed prior to the November 30, 2009 bar date.

[2] A Missouri only state class was certified in Missouri state court on January 9, 2006 in *Gutzler v. GM*, Case No. 03CV208786. A nationwide class (excluding Missouri) was certified in California state court on August 30, 2007 in *Sadowski v. GM*, (JCCP No. 4495, Case No. HG03093843).

[3] Final Judgment approving the settlement of the Missouri only class was granted on September 5, 2008.

3 Status of Settlement Administration and Outstanding Claims

In order for a class member to receive the reimbursement provided for in the settlement, the class member was required to file a valid and timely claim form with the Claims Administrator In February 2009, GM funded $6,127,758 00 to pay class members who submitted a valid claim for reimbursement of repair expenditures prior to the original claims date Subsequently, on May 8, 2009, in accordance with the terms of the Court-approved settlement, the Claims Administrator requested $1,325,568 60 from GM to fund additional claims At the time bankruptcy was filed on June 1, 2009, the Claims Administrator was reviewing claims that had been previously deemed deficient but that had been cured by the claimant. Many of those claims involved multiple repair reimbursements that were submitted by one claimant The actual value of those claims has not yet been reduced to a liquidated value pursuant to the terms of the Settlement Agreement and are currently estimated at under $2,000,000



B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT Southern District of New York | **PROOF OF CLAIM**

Name of Debtor: In re Motors Liquidation Company | Case Number: 09-50026

NOTE *This form should not be used to make a claim for an administrative expense arising after the commencement of the case A request for payment of an administrative expense may be filed pursuant to 11 USC § 503*

Name of Creditor (the person or other entity to whom the debtor owes money or property): Girard Gibbs LLP (Court- Approved Class Counsel)

Name and address where notices should be sent:
Attn A J De Bartolomeo, Esq , Girard Gibbs LLP
Court- Approved Class Counsel in General Motors Dex-Cool/Gasket Cases
601 California Street, Suite 1400, San Francisco, CA 94108

Telephone number: (415) 981-4800

THE GARDEN CITY GROUP, INC. NOV 25 2009

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

Court Claim Number _____ (*If known*)

Filed on _____

Name and address where payment should be sent (if different from above):
FILED - 51095
MOTORS LIQUIDATION COMPANY
F/K/A GENERAL MOTORS CORP
SDNY # 09-50026 (REG)

Telephone number

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

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

1 **Amount of Claim as of Date Case Filed** $ 3,000,000 00

If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4

If all or part of your claim is entitled to priority, complete item 5

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

2 **Basis for Claim** See Attachment
(See instruction #2 on reverse side)

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

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

4 **Secured Claim** (See instruction #4 on reverse side)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information

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

Value of Property $_____ Annual Interest Rate_____%

Amount of arrearage and other charges as of time case filed included in secured claim, if any $_____ Basis for perfection _____

Amount of Secured Claim $_____ Amount Unsecured $_____

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

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

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

If the documents are not available, please explain

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

Specify the priority of the claim

☐ Domestic support obligations under 11 U S C §507(a)(1)(A) or (a)(1)(B)

☐ Wages, salaries, or commissions (up to $10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U S C §507 (a)(4)

☐ Contributions to an employee benefit plan – 11 U S C §507 (a)(5)

☐ Up to $2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U S C §507 (a)(7)

☐ Taxes or penalties owed to governmental units – 11 U S C §507 (a)(8)

☐ Other – Specify applicable paragraph of 11 U S C §507 (a)(__)

Amount entitled to priority*

$_____

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

Date: 11/21/09

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

/s/ A. J. DeBartolomeo

FOR COURT USE ONLY

Penalty for presenting fraudulent claim Fine of up to $500,000 or imprisonment for up to 5 years, or both 18 U S C §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor there may be exceptions to these general rules

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number
Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice

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

1 Amount of Claim as of Date Case Filed
State the total amount owed to the creditor on the date of the Bankruptcy filing Follow the instructions concerning whether to complete items 4 and 5 Check the box if interest or other charges are included in the claim

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

3 Last Four Digits of Any Number by Which Creditor Identifies Debtor
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor

3a Debtor May Have Scheduled Account As
Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor

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

5 Amount of Claim Entitled to Priority Under 11 U S C §507(a)
If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority (See DEFINITIONS, below) A claim may be partly priority and partly non-priority For example, in some of the categories, the law limits the amount entitled to priority

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

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

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

DEFINITIONS

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

Creditor
A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing See 11 U S C §101 (10)

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

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed

Secured Claim Under 11 U S C §506(a)
A secured claim is one backed by a lien on property of the debtor The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors The amount of the secured claim cannot exceed the value of the property Any amount owed to the creditor in excess of the value of the property is an unsecured claim Examples of liens on property include a mortgage on real estate or a security interest in a car A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding In some states, a court judgment is a lien A claim also may be secured if the creditor owes the debtor money (has a right to setoff)

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

Claim Entitled to Priority Under 11 U S C §507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth

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

INFORMATION

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www pacer psc uscourts gov) for a small fee to view your filed proof of claim

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

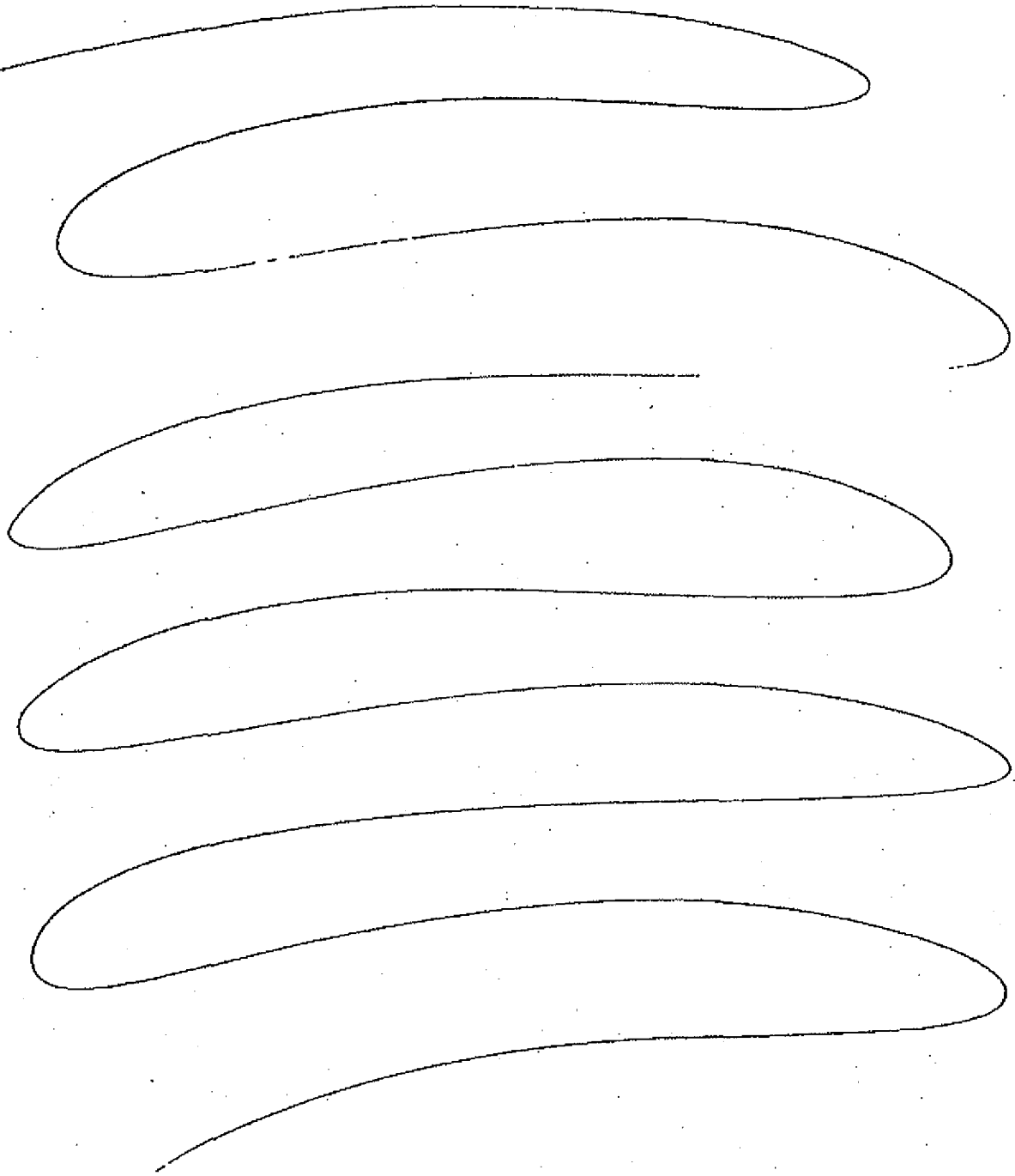


EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

Coordination Proceeding Special Title (Rule 1550(b)) **GENERAL MOTORS DEX-COOL/GASKET CASES** Included actions Sadowski v General Motors Corp Bertino v General Motors Corp	JUDICIAL COUNCIL COORDINATION PROCEEDING NO 4495 SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA NO HG03093843 SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN JOAQUIN NO CV 025 770 **MASTER CLASS ACTION SETTLEMENT AGREEMENT COVERING ALL STATES EXCEPT THE STATE OF MISSOURI** The Honorable Robert B Freedman Action filed April 29, 2003 Trial date None set

This Settlement Agreement ("Agreement" or "Settlement") is entered into between the Representative Plaintiffs on behalf of themselves and the Class, and Defendant General Motors Corporation ("GM"), by and through their respective counsel or other designated signatory, in settlement and compromise of the Actions, as well as the Amico/Bertino Actions

1. **DEFINITIONS**

1 1 "Actions" means the following lawsuits

(a) *Sadowski v General Motors*, Case No HG03091369 (Alameda County, California)

(b) *Bowers v General Motors*, Case No 002590 (Philadelphia County, Pennsylvania)

(c) *Brown v General Motors*, Case No 03-539 GPM (S D Ill)

(d) *Cherney v General Motors*, Case No 3113-03 (Albany County, New York)

(e) *Dahdowicz v General Motors*, Case No MID-L-3875-03 (Middlesex County, New Jersey)

(f) *Dachwat v General Motors*, Case No 03-410-GPM (S D Ill)

(g) *Flynn v General Motors*, Case No 03-L-723 (Madison County, Illinois)

(h) *Longoria v General Motors*, Case No 03-03140-D (Nueces County, TX)

(i) *Strzalkowski v General Motors*, Case No 04-04740 (D N J)

(j) *Sher Family Limited Partnership v General Motors*, Case No 06-00629 (E D Pa)

(k) *Sullivan v General Motors*, Case No 07-00127 (W D N C)

(l) All actions consolidated as part of MDL No 1562 and made part of the Second Amended Consolidated Class Action Complaint in the MDL cases

Nothing contained in the definition of "Actions" is intended to, or shall be deemed to, limit the scope of the 49 state settlement or the release contained herein

1 2 "Amico/Bertino Actions" means the following lawsuits *Amico v General Motors*, Case No 2004-092816 (Maricopa County, Arizona) and *Bertino v General Motors*, Case No CV025770 (San Joaquin County, California) Nothing contained in the definition of "Amico/Bertino Actions" is intended to, or shall be deemed to, limit the scope of the 49 state settlement or the release contained herein

1 3 "Amico/Bertino Counsel" means Michael F Ram of Levy, Ram & Olson LLP, John W Rasmussen of Johnson, Rasmussen, Robinson & Allen P L C , Richard T Dorman of Cunningham, Bounds, Crowder, Brown & Breedlove, LLC, Mark S Baumkel of Mark S Baumkel & Associates, and James Belford Brown of Herum Crabtree Brown

1 4 "Claim" means a claim to receive a cash payment under subparagraphs 3 1 and/or 3 2 A Claim consists of a Claim Statement, Proof of Expenditure, Proof of Ownership, and in the case of a claim under subparagraph 3 2, Proof of Internal Leak Repair

1 5 "Claimant" means a Class Member who submits a Claim

1 6 "Claim Deadline" means 150 days after the first date on which notice of the Settlement is disseminated to the Class in accordance with the Notice Order

1.7 "Claim Statement" means a document substantially in the form of Exhibit A hereto, which must be submitted by the Class Member, postmarked or received by the Claims Administrator, by the Claim Deadline in order to obtain benefits under the Settlement, as described below.

1.8 "Claims Administrator" means Garden City Group, Inc. or such other entity to be retained by General Motors, subject to approval by Co-Lead Counsel, to, among other things, administer the Settlement and the claims process set forth in subparagraphs 3.1-3.8, below, including receiving and processing claims, determining which claims are valid, assisting Class Members with the completion and submission of claims, issuing and mailing Settlement payments, and ensuring that claims fulfillment is properly implemented.

1.9 "Class" means all Consumers in the United States of America (excepting those who purchased or leased a vehicle in the State of Missouri) who (i) own or lease, or who have owned or leased, a Covered Vehicle that has been in service in excess of seven years, measured from the Date of Initial Vehicle Delivery, at the time of the first date on which notice of the Settlement is disseminated and who, at the time of the notice, had not incurred a repair expense of the type included in the definition of Covered Repair, or (ii) own or lease, or who have owned or leased, a Covered Vehicle and who incurred an expense for a Covered Repair before the first date on which notice of the Settlement is disseminated to the Class in accordance with the Notice Order. Excluded from the Class are GM, any affiliate, parent, or subsidiary of GM, any entity in which GM has a controlling interest, any officer, director, or employee of GM, any successor or assign of GM, anyone employed by counsel for Representative Plaintiffs, and any Judge to whom any of the Actions is assigned as well as his or her immediate family.

1.10 "Class Counsel" means Co-Lead Counsel and the following counsel: Norman E. Siegel of Stueve Siegel Hanson LLP, John M. Parisi of Shamberg Johnson & Bergman, Andrew N. Friedman of Cohen Milstein, Hausfeld & Toll, PLLC, Ernest Cory of Cory Watson Crowder & Degaris PC, Joe Whatley of Whatley Drake LLC, Lee S. Shalov of Shalov Stone Bonner & Rocco, LLP, William M. Audet of Alexander, Hawes & Audet, LLP, Michael B. Marker of The Rex Carr Law Firm, LLC, Matthew H. Armstrong of Schlichter Bogard & Denton LLP, Murray Fogler of McDade Fogler Maines, LLP, Jonathan Shub of Seeger Weiss LLP, Steven N. Berk of Chavez & Gertler LLP, Jonathan W.

Cuneo of Cuneo Gilbert & LaDuca, LLP, Michael D Donovan of Donovan Searles, LLC, and Joel R Rhine and Christopher A Chleborowicz of Lea Rhine Rosbrugh & Chleborowicz, PLLC

1 11 "Class Member" means a member of the Class

1 12 "Co-Lead Counsel" means Eric H Gibbs of the law firm Girard Gibbs LLP, and P John Brady of the law firm Shughart Thomson & Kilroy P C

1 13 "Consumer" means a person who purchases or leases for personal, family, or household use

1 14 "Court," unless specifically stated otherwise, means the Superior Court of the State of California for the County of Alameda

1 15 "Covered Repair" means any Engine Group A Repair, Engine Group B Repair, or Engine Group C Repair

1 16 "Covered Vehicle" means an Engine Group A Vehicle, Engine Group B Vehicle, or Engine Group C Vehicle

1 17 "Date of Initial Vehicle Delivery" means the date on which the original retail purchaser or lessee took physical possession of the vehicle as reported by the delivering dealer

1 18 "Effective Date" and/or "Effective Date of Settlement" means the latest of the following dates (i) if no appeal from the Judgment is filed, the date of expiration of the time for the filing or noticing of any appeal from the Judgment, or (ii) if an appeal from the Judgment is filed, and the Judgment is affirmed or the appeal dismissed, the date beyond which California Supreme Court review is no longer available, or (iii) if the Court of Appeal issues a judgment affirming the Judgment or dismissing the appeal ("Appellate Judgment") and a petition for review of the Appellate Judgment is filed and denied, the date beyond which United States Supreme Court review is no longer available, or (iv) if a petition for review of the Appellate Judgment is filed and granted, or the California Supreme Court orders review of the Appellate Judgment on its own motion, and the Appellate Judgment is affirmed or the review proceeding dismissed, and no petition for a writ of certiorari with respect to the Supreme Court's judgment affirming the Appellate Judgment or dismissing the review proceeding ("Review Judgment") is filed, the date of expiration of the time for the filing of such a petition for a writ of certiorari, or (v) if such a petition for a writ of certiorari is filed and denied, the date the petition

is denied, or (vi) if such a petition for a writ of certiorari is filed and granted, the date of final affirmance of the Review Judgment or final dismissal of the review proceeding initiated by the petition for a writ of certiorari This Settlement shall not become Effective, and this definition of Effective Date shall not be met, unless and until the Effective Date of the Missouri Settlement Agreement, entered into by the parties in the action entitled *Gutzler v General Motors*, Case No 03CV208786 (Jackson County, Missouri) In the event that the Missouri Settlement Agreement, entered into by the parties in the action entitled *Gutzler v General Motors*, Case No 03CV208786 (Jackson County, Missouri), is not given final approval by the court in that action, or is reversed or modified on appeal, this Settlement shall not become Effective and General Motors shall have the option and right to rescind this Settlement at its sole discretion by filing with the Court written notice of such election, with proof of service on Co-Lead Counsel Notwithstanding the above, and for the sole purpose of avoiding unnecessary delay in Class Members' receipt of settlement benefits, in the event that an appeal from the Judgment is filed, and such appeal (a) is an appeal only of the portion of the Judgment awarding i) an amount up to $140,000 in incentive payments to Representative Plaintiffs, (ii) attorneys' fees in an amount not to exceed $16 5 million and/or (iii) documented costs in an amount not to exceed $1 55 million, and (b) could not result in the reversal and/or modification of the Judgment (including the release provisions contained in paragraphs 3 14 through 3 18), then GM and Co-Lead Counsel may, acting in good faith and upon mutual agreement, agree that the settlement is otherwise Effective and that implementation of the settlement, including distribution of the settlement benefits, should proceed

1 19 "Engine Group A Vehicle" means any 1995 through 2003 model year vehicle with a 3 1-liter V6 or 3 4-liter V6 engine that was factory-equipped with Dex-Cool coolant and a nylon/silicone lower intake manifold gasket Excluded are all 2003 model year vehicles manufactured after April 9, 2003

1 20 "Engine Group A Repair" means any lower intake manifold gasket replacement made on an Engine Group A Vehicle within the earlier of 7 years or 150,000 miles of the Date of Initial Vehicle Delivery

1 21 "Engine Group B Vehicle" means any 1995 through 2004 model year vehicle with a 3 8-liter V6 engine (RPO L36) that was factory-equipped with Dex-Cool coolant

1.22 "Engine Group B Repair" means any engine sealability repair made on an Engine Group B Vehicle within the earlier of 7 years or 150,000 miles of the Date of Initial Vehicle Delivery. Engine sealability repairs with respect to an Engine Group B Repair include but are not limited to replacements of a throttle body gasket, upper intake manifold gasket, lower intake manifold gasket, or intake manifold.

1.23 "Engine Group C Vehicle" means any 1995 through 2000 model year S/T light truck or sport utility vehicle with a 4.3-liter V6 engine that was factory-equipped with Dex-Cool coolant.

1.24 "Engine Group C Repair" means any Sludge-related repair made on an Engine Group C Vehicle within the earlier of 7 years or 150,000 miles of the Date of Initial Vehicle Delivery. Sludge-related repairs are repairs that are caused by cooling system Sludge and may include but are not limited to cooling system flushes, heater core repairs, water pump repairs, and radiator cap replacements to the extent that they were the result of cooling system Sludge.

1.25 "Judgment" means the judgment to be entered by the Court pursuant to this Settlement, substantially in the form attached hereto as Exhibit C (but which may be modified or amended as necessary before entry in order to effectuate the terms of this Agreement), which shall include, among other things, final approval of the Settlement, dismissal of the *Sadowski* action with prejudice and approval and entry of the provisions contained in Section 3.C, Release of Claims, below (i.e. paragraphs 3.14 through 3.18).

1.26 "Notice Order" means an order substantially in the form of Exhibit B hereto, providing for, among other things, provisional certification of the Class for settlement purposes only, preliminary approval of the Settlement, dissemination of notice to the Class according to the notice plan attached, and setting of the Fairness Hearing.

1.27 "Parties" means the Representative Plaintiffs and Defendant GM.

1.28 "Proof of Expenditure" means contemporaneous documentary proof of an out-of-pocket expenditure by a Class Member on a Covered Repair to the extent not fully reimbursed under a new vehicle warranty or any extended warranty or goodwill adjustment. In the case of an Engine Group A Repair, Proof of Expenditure must document that the repair was made due to a failed intake manifold gasket (and was not associated with a larger repair unrelated to a failed lower intake manifold gasket)

In the case of an Engine Group B Repair, Proof of Expenditure must document that the repair was made due to an engine coolant sealability repair (including but not limited to throttle body gasket, upper intake manifold gasket, lower intake manifold gasket, or intake manifold) (and was not associated with a larger repair unrelated to a failed throttle body gasket, upper intake manifold gasket, lower intake manifold gasket, intake manifold, or other engine sealability issue) In the case of an Engine Group C Repair, Proof of Expenditure must document that the repair was made due to diagnosed Sludge An acceptable form of proof may include any written statement based on personal knowledge by the person or business that performed the repair, such as a receipt In the event that contemporaneous documentary proof (i e an actual repair invoice or other contemporaneous documentary proof of the repair) is not available, then a Claimant may satisfy the proof of expenditure requirement by submitting (i) a written statement based on personal knowledge from the person or business who made the repair that a copy of the actual repair invoice or other contemporaneous documentary proof of the repair is not available and that the repair qualified as an Engine Group A Repair, Engine Group B Repair, or Engine Group C repair as described above, and (ii) proof of payment of the repair If a Claimant is unable to provide the requisite Proof of Expenditure described above, the Claimant may submit the best available written statement or other documents that the Claimant believes demonstrates a Proof of Expenditure, and the Claims Administrator and General Motors, in the exercise of their joint, reasonable discretion, may under subparagraph 3 6, after review of all such Claims, approve the Claim

1 29 "Proof of Internal Leak Repair Expense" means Proof of Expenditure as defined in subparagraph 1 26 above where the expenditure was (i) over $1,500 and (ii) due to diagnosed internal coolant leak For purposes of this Settlement Agreement, an internal coolant leak means a diagnosed coolant leak into the vehicle's internal components, as opposed to an external leak where coolant leaks only out of the vehicle

1 30 "Proof of Ownership" means documentary proof that, at the time a Covered Repair was performed, the Claimant owned or leased the vehicle on which the Covered Repair was performed An acceptable form of proof may include a copy of a vehicle registration card, proof of insurance coverage, title certificate, bill of sale, or lease agreement

1.31 "Repair Expense" means the actual out-of-pocket expense incurred by the Claimant Class Member for the Covered Repair itself

1.32 "Representative Plaintiffs" means the named plaintiffs in the Actions, including all cases consolidated as part of MDL No. 1562 and all named plaintiffs in the Second Amended Consolidated Class Action Complaint filed in MDL No. 1562, and the named plaintiffs in the Amico/Bertino Actions, excluding Mark Glover, Jason Bertino and Donald Hemans.

1.33 "Sludge" means a rust-like material that forms in the vehicle cooling system related to Dex-Cool.

2. RECITALS

2.1 The Actions and the Amico/Bertino Actions that are the subject of this Settlement allege that, among other things, the Dex-Cool engine coolant installed in certain GM vehicles fails to protect the vehicles' engine and cooling system, and in fact causes damage to the engine and cooling system and that certain engine components, including certain gaskets, were defective.

2.2 GM denies all allegations of wrongdoing asserted in the Actions and in the Amico/Bertino Actions and denies liability under any cause of action asserted therein. Specifically, among other things, GM denies the alleged defects, including the alleged defects in Dex-Cool coolant as well as the allegations that certain engine components, including certain gaskets, were defective.

2.3 The Parties recognize that the outcome of the Actions and the Amico/Bertino Actions are uncertain and that pursuing the Actions and the Amico/Bertino Actions to litigated judgments would entail substantial cost, risk, and delay.

2.4. The Representative Plaintiffs and their counsel have conducted an investigation and evaluation of the factual and legal issues raised by the claims asserted in the Actions and believe that, in light of the cost, risk, and delay of continued litigation balanced against the benefits of the settlement set forth in this Agreement, that such settlement is in the best interests of, and is fair, reasonable, and adequate for the Class as a whole.

2.5 Through this Settlement, the Parties desire to compromise and settle all issues and claims that have been or could have been brought in the Actions by or on behalf of members of the Class.

2 6 The Parties agree to undertake all reasonable efforts, including all steps and efforts that may become necessary by order of the Court, to effectuate the terms and purposes of this Agreement, to secure the Court's approval of it, and to oppose any objections to and appeals from any order of final approval

3. SETTLEMENT CONSIDERATION

A. Claims Reimbursements

3 1 All Class Members who submit a proper Claim Statement, Proof of Expenditure, and Proof of Ownership will be eligible to receive a cash payment from the Claims Administrator according to the following payment schedule (unless the Class Member is eligible to, and opts to, receive a cash payment pursuant to subparagraph 3 2)

(a) For Class Members who incurred a Repair Expense within five years of the Date of Initial Vehicle Delivery, an amount equal to the Repair Expense, up to a maximum of $400

(b) For Class Members who incurred a Repair Expense between the fifth and sixth year of the Date of Initial Vehicle Delivery, an amount equal to the Repair Expense, up to a maximum of $100

(c) For Class Members who incurred a Repair Expense between the sixth and seventh year of the Date of Initial Vehicle Delivery, an amount equal to the Repair Expense, up to a maximum of $50

3 2 Any Class Member who is eligible to receive cash payment under subparagraph 3 1(a) may opt to instead receive 40% of the Repair Expense, up to a maximum of $800, if the Class Member submits Proof of Internal Leak Repair Expense showing a repair over $1,500 due to a diagnosed internal coolant leak

3 3 If a Class Member incurred multiple Repair Expenses, the Class Member may submit multiple Claims, however, each Claim must be supported by a separate Claim Statement, Proof of Expenditure, Proof of Ownership, and in the case of a Claim under subparagraph 3 2, Proof of Internal Leak Repair Expense

3 4 Claims may not be assigned or transferred and must be made and signed by the Class Member who incurred the Repair Expense

3 5 The Claims Administrator has the right, if it reasonably suspects a potentially invalid Claim or fraud, to request additional documentation General Motors has the right to perform a review of Claims and, in the event that GM reasonably suspects a potentially invalid Claim or fraud, to request additional documentation before the Claim is approved and paid Co-Lead Counsel shall monitor the claims review and approval process to ensure that valid claims are timely paid

3 6 After giving Claimants a reasonable opportunity of at least 45 days to cure deficient Claims, the Claims Administrator shall determine the sufficiency or deficiency of all Claims GM and Co-Lead Counsel will work with the Claims Administrator to develop a process by which the sufficiency or deficiency of Claims are determined, including GM's ability to challenge claims that it suspects are invalid The Claims Administrator's determination of the sufficiency or deficiency of a Claim is final and not subject to appeal by any party

3 7 Within 60 days after the Class Administrator approves a Claim as sufficient, the Claims Administrator shall mail a check, issued to the Claimant and payable to the Claimant, in the amount provided by subparagraphs 3 1 and 3 2 All such checks provided to eligible Claimants shall contain, or be accompanied by, a release providing and explaining to the Claimant that, by accepting the payment and cashing the check, the Claimant releases General Motors from any and all claims related to the vehicle for which the Claim is submitted, to the extent that such claims relate to Dex-Cool, engine gaskets or engine sealability issues

3 8 No Claimant shall have any claim or cause of action against the Representative Plaintiffs, Class Counsel, Amico/Bertino Counsel, the Claims Administrator, GM, or any Released Persons based on distributions made substantially in accordance with this Agreement and any further orders of the Court

B. Costs and Fees

3 9 GM will pay all costs and fees of the Claims Administrator, including amounts distributed by the Claims Administrator to Class Members pursuant to subparagraphs 3 1, 3 2, and 3 7

3 10 GM will pay all costs associated with disseminating notice of the Settlement to the Class, the form of such notice to be agreed upon by GM and Co-Lead Counsel and provided in the Notice Order issued by the Court

3 11 GM will pay to Representative Plaintiffs such incentive payments as may be awarded by the Court upon Co-Lead Counsel's request, not to exceed $140,000 in total payments to all Representative Plaintiffs In no event shall GM be obligated to pay incentive payments in excess of $200,000 in the aggregate under this Settlement and the Missouri Dex-Cool (Gutzler) Settlement

3 12 GM will pay Class Counsel and Amico/Bertino Counsel attorneys' fees in an amount to be approved by the Court, not to exceed $14,000,000 for Class Counsel and $2,500,000 for Amico/Bertino Counsel In no event shall GM be obligated to pay for any attorneys' fees in excess of $21,250,000 to Class Counsel and $2,500,000 to Amico/Bertino Counsel under this Settlement and the Missouri Dex-Cool (Gutzler) Settlement, including any attorneys' fees paid to Amico/Bertino Counsel in connection with the settlement and dismissal of the Amico and Bertino actions

3 13 GM will pay Class Counsel documented costs in an amount approved by the Court, not to exceed $1,250,000, and costs in the amount of $300,000 to Amico/Bertino Counsel In no event shall GM be obligated to pay any payment of costs in excess of $2,500,000 to Class Counsel and $300,000 to Amico/Bertino Counsel under this Settlement and the Missouri Dex-Cool (Gutzler) Settlement, including any costs paid to Amico/Bertino Counsel in connection with the settlement and dismissal of the Amico and Bertino actions

C. Release of Claims

3 14 In consideration of the benefits described above, the Representatives Plaintiffs promise, covenant and agree, and each Class Member and the Class shall be deemed to have promised, covenanted and agreed, that, upon the Effective Date of Settlement, the Representative Plaintiffs and the Class Members, including their affiliates, subsidiaries, associates, general or limited partners or partnerships, predecessors, successors, and/or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and/or shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers, and anyone acting on their behalf, by

operation of the Judgment, shall have hereby released, waived and discharged GM, including its subsidiaries, affiliates, associates, general or limited partners or partnerships, predecessors, successors, and/or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers and anyone acting on their behalf, individually and collectively, from liability for any and all claims, demands, debts, rights, causes of action or liabilities whatsoever, including known and unknown claims, now existing or hereafter arising, in law, equity or otherwise, arising under state statutory or common law federal statutory or common law, or foreign statutory or common law, to the fullest extent permitted by law, including, but not limited to, federal or state antitrust claims, RICO claims, claims arising under state consumer protection, consumer fraud, deceptive trade practices statutes, common law breach of contract claims, statutory or common law fraud or misrepresentation claims, breach of fiduciary duty claims or unjust enrichment claims and whether possessed or asserted directly, indirectly, derivatively, representatively or in any other capacity, and whether or not such claims were or could have been raised or asserted in the Actions or the Amico/Bertino Actions, to the extent any such claims are based upon, arise out of or relate to, in whole or in part, any of the allegations, acts, omissions, transactions, events, conduct, or matters arising from or related to any Repair Expense Claims for personal injury, and claims for lower intake manifold gasket replacements in 4 3-liter V6 engines for Class Members who have not submitted a Claim and received a payment under the settlement, are not released The Parties recognize and agree that this is a general release Representative Plaintiffs and the Class Members expressly waive and relinquish, and shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code section 1542 and the provisions, rights, and benefits conferred by any law of the United States, any law of any State or the District of Columbia, or any principle of common law that is similar, comparable, or equivalent to California Civil Code section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor "

3 15 Upon the Effective Date of Settlement, for the consideration provided for herein and by operation of the Final Order and Judgment, the Representative Plaintiffs shall have, and each Class Member and the Class shall be deemed to have, covenanted and agreed that he or she shall not, at any time, institute, cause to be instituted, assist in instituting or permit to be instituted on his or her behalf any proceeding in any state or federal court, in or before any administrative agency, or any other proceeding or otherwise allege or assert any of the claims released against the Released Persons, individually or collectively, in subparagraph 3 14 above

3 16 Upon the Effective Date of the Settlement, GM and its past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, and assigns, shall be deemed to have, and by operation of the Judgment shall have, released, waived, and discharged any and all claims or causes of action of any nature whatsoever, including but not limited to any claim for violations of federal, state, or other law (whether in contract, tort, or otherwise, including statutory, common law, property, and equitable claims), whether known or unknown, that have been or could have been asserted against any Representative Plaintiff, counsel for any Representative Plaintiff, or any Class Member, in the Actions or in any other complaint, action, or litigation in any other court or forum arising from, based on, or related to the initiation, prosecution, or resolution of the Actions to the extent any such claims are based upon, arise out of or relate to, in whole or in part, any of the allegations, acts, omissions, transactions, events, conduct, or matters arising from or related to any Repair Expense The Parties recognize and agree that this is a general release, and shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code section 1542 and the provisions, rights, and benefits conferred by any law of the United States, any law of any State or the District of Columbia, or any principle of common law that is similar, comparable, or equivalent to California Civil Code section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor "

3 17 Upon the Effective Date of Settlement, for the consideration provided for herein and by operation of the Judgment, GM and its past or present officers, directors, employees, agents, attorneys,

predecessors, successors, affiliates, subsidiaries, divisions, and assigns, shall be deemed to have, and by operation of the Judgment shall have, covenanted and agreed that he, she or it shall not, at any time, institute, cause to be instituted, assist in instituting or permit to be instituted on his, her or its behalf any proceeding in any state or federal court, in or before any administrative agency, or any other proceeding or otherwise allege or assert any of the claims released against the Representative Plaintiffs, Class Counsel, and all Class Members, individually or collectively, in subparagraph 3 16 above

3 18 The sole remedy for default of this Agreement by either of the Parties is an action for breach of this Agreement Following entry by the Court of a Judgment that substantially takes the form of Exhibit C to this Agreement and completion of all obligations and undertakings set forth therein, no default by any party shall affect the final dismissal of the Actions or the Amico/Bertino Actions with prejudice, the discharge of any of GM, any Released Persons, Class Counsel, Amico/Bertino Counsel, Representative Plaintiffs, or Class Members, either individually or collectively, or the releases and covenants provided in connection with this Agreement and set forth in subparagraphs 3 14-3 17

4 DENIAL OF WRONGDOING OR LIABILITY

4 1 This Agreement constitutes the resolution of disputed claims, is for settlement purposes only, and shall not be used by any party, Class Counsel or Amico/Bertino Counsel for any other purpose GM expressly denies that it has violated any law, breached any agreement or obligation to the Representative Plaintiffs or the Class, or engaged in any wrongdoing with respect to the Representative Plaintiffs or the Class GM denies that it is liable to the Representative Plaintiffs or to the Class for any claims, causes of action, costs, expenses, attorneys' fees or damages of any kind relating to Repair Expenses GM denies that any of the claims were appropriate for maintenance as a class action through trial Neither this Agreement nor any actions undertaken by GM in satisfaction of this Agreement shall constitute, or be construed as, an admission of any liability or wrongdoing, or recognition of the validity of any allegation of fact or law made by the Representative Plaintiffs in the Actions, the Amico/Bertino Actions, or in any other action or proceeding Any orders related to class certification entered in this action under this Agreement or otherwise shall not constitute, in the Actions, the Amico/Bertino Actions, or any other proceeding, an admission by GM that the Representative Plaintiffs' claims, or those of any alleged Class Member, are appropriate for class treatment or that any

requirement for class certification is otherwise satisfied in the Actions or the Amico/Bertino Actions By entering into this Agreement, GM in no way waives its right to challenge or contest, on any and all grounds, any allegations that a class may be certified in the Actions or Amico/Bertino Actions or any order regarding class certification that has been entered in the Actions or the Amico/Bertino Actions If this Agreement is terminated and becomes null and void, the class action aspects of the Agreement shall have no further force and effect with respect to any Party and shall not be offered in evidence or used in the Actions, the Amico/Bertino Actions, or any other proceeding This Agreement, even when Effective, shall not be offered or be admissible in evidence against GM or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms or by GM in defense of any claims brought by the Representative Plaintiffs, the Class or by any Class Members

5. SETTLEMENT APPROVAL PROCESS

5 1 The Parties will apply to the Court for entry of the proposed Notice Order and setting of a hearing for the Court to consider (a) whether to make final its certification of the Class for purposes of the Settlement but not for trial purposes, (b) whether to grant final approval of the Settlement as fair, reasonable, and adequate for Class as a whole, (c) whether to grant Class Counsel's application for attorneys fees and costs and the Representative Plaintiffs' incentive award and, if so, in what amounts, and (d) any related matters as appropriate ("Fairness Hearing")

5 2 Within five business days of the Court granting final approval of the Settlement, GM will deposit $24,200,000 into an interest-bearing bank account established at a bank of GM's choosing, subject to the reasonable approval of Co-Lead Counsel Within five business days after the Settlement's Effective Date, and absent any appeal by an objector from an order awarding (i) Representative Plaintiffs an amount up to $140,000 in incentive payments (ii) attorneys' fees in an amount not to exceed $16 50 million for both (and all) Class Counsel and Amico/Bertino Counsel and/or (iii) documented costs in an amount not to exceed $1 55 million for both (and all) Class Counsel and Amico/Bertino Counsel, that does not and could not result in the reversal and/or modification of the Judgment (including the release provisions contained in paragraphs 3 14 through 3 18) GM will transfer the total amount of the fee and cost award and any incentive payment award, including any interest earned on the $24,200,000 million deposit, from the account to a bank account as directed by Co-Lead

Counsel In the event that any fee, cost, or incentive award is later distributed from the account pursuant to the Missouri Settlement, any interest earned on such principal amounts shall be, at that time, transferred to a bank account as jointly directed by Co-Lead Counsel in writing In the event that the Settlement does not become Effective, General Motors retains all right to the amount distributed in the account and may withdraw and retain the full amount, including any interest earned

5 3 Co-Lead Counsel will in good faith allocate the fee award among Class Counsel in a manner which, in the judgment of Co-Lead Counsel, reflects their relative contributions to the Actions and the Agreement Amico/Bertino Counsel shall receive $2,500,000 in attorneys' fees and $300,000 in costs, which shall satisfy any claims for attorneys' fees and costs as between (1) General Motors and Amico/Bertino Counsel, and (2) Amico/Bertino Counsel and Class Counsel Any disagreement among Class Counsel or between Co-Lead Counsel and Amico/Bertino Counsel concerning the distribution of the fee award shall be referred to a mediation process determined by Co-Lead Counsel and, if necessary, to the Court for determination Co-Lead Counsel will in good faith allocate the incentive awards among the Representative Plaintiffs in a manner which, in the judgment of Co-Lead Counsel, and as approved by the Court, reflects their relative contribution to the Actions and the Agreement Co-Lead Counsel, Class Counsel, Amico/Bertino Counsel and the Representative Plaintiffs shall have no recourse to, nor any claims of any nature whatsoever against, GM in the event of a disagreement as to the apportionment of any fee or incentive award

5 4 GM and Co-Lead Counsel will work together with, among others, the Settlement Administrator to disseminate notice to the Class in accordance with the Notice Order No later than the day the motion for final approval of the Settlement is to be filed under the Notice Order, the Settlement Administrator or such other appropriate person or entity, among others, will file an affidavit or declaration attesting that notice to the Class was disseminated in accordance with the Notice Order

5 5 Class Members must submit their exclusion requests, objections and supporting papers, and notices of intent to appear in accordance with the Notice Order and the notice to the Class disseminated pursuant to the Notice Order

5 6 If the number of exclusion requests exceed 10,000, GM shall have the option to rescind this Settlement at its sole discretion by filing with the Court written notice of such election, with proof of service on Co-Lead Counsel, no later than three days before the Fairness Hearing

5 7 In accordance with the Notice Order or such other or further order of the Court, Co-Lead Counsel will file a motion for final approval of the Settlement and an application for attorneys' fees and costs and incentive awards for the Representative Plaintiffs, and the Parties will brief the motion and application

5 8 The Parties will appear at the Fairness Hearing and present their arguments in support of final approval of the Settlement and entry of the proposed Judgment, and Co-Lead Counsel will present their arguments in support of an award of attorneys' fees and costs and incentive awards for the Representative Plaintiffs GM agrees that the attorneys' fees, costs, and incentive awards, as set forth in subparagraphs 3 11-3 13, are reasonable, and thus will not object to or oppose an award of attorneys' fees and costs and incentive awards for the Representative Plaintiffs, provided the amounts sought do not exceed that provided for by subparagraphs 3 11-3 13

5 9 The Actions and the Amico/Bertino Actions shall be stayed until the Court grants or denies final approval of the Settlement After the Effective Date of Settlement, Co-Lead Counsel, on behalf of all Class Counsel will, within thirty days, execute joint stipulations of dismissal, with prejudice, of the remaining Actions and deliver such joint stipulations for dismissal with prejudice to General Motors for filing in the remaining Actions After the Effective Date of the Settlement, Amico/Bertino Counsel will dismiss the Amico/Bertino Actions, as provided in Exhibit D, attached hereto or any subsequent agreement entered into between GM and Amico/Bertino Counsel formalizing the term sheet attached hereto

5 10 This Agreement shall, if either GM or the Co-Lead Counsel elect, be null and void and shall have no further force and effect with respect to any party in the Actions or the Amico/Bertino Actions in the event that (i) preliminary and final approval of the settlement and of the settlement in *Gutzler v General Motors*, Case No 03CV208786 (Jackson County Missouri), is not obtained, or if such approval is reversed on appeal, (ii) the Effective Date of Settlement for this Settlement and the settlement in *Gutzler v General Motors*, Case No 03CV208786 (Jackson County Missouri), does not

occur for any reason, (iii) entry of the Judgment described is reversed, (iv) the Judgment is substantially modified by the Court, or on appeal, and GM or the Representative Plaintiffs do not agree with its modification, or (v) the remaining Actions are not dismissed with prejudice after presentation of the joint stipulations by General Motors as referenced in 5 9 above In such event, this Agreement shall not be offered in evidence or used in the Actions, the Amico/Bertino Actions, or in any other action for any purpose including, but not limited to, the existence, certification or maintenance of any purported class or in connection with a trial or appeal of this matter or any other matter In such event, this Agreement and all negotiations, proceedings, documents prepared and statements made in connection with this Agreement shall be without prejudice to the Parties and shall not be admissible into evidence, and shall not be deemed or construed to be an admission or confession by any of the Parties of any fact, matter or proposition of law, and shall not be used in any manner for any purpose, and all Parties to the Actions and the Amico/Bertino Actions shall stand in the same position as if this Agreement had not been negotiated, made or filed with the Court

6. MISCELLANEOUS PROVISIONS

6 1 The Representative Plaintiffs and GM expressly agree that the terms of this Agreement and all provisions hereof, including all representations, promises, agreements, covenants, and warranties, are contractual and not a mere recital and shall survive the execution of this Agreement and entry of the Judgment and shall continue in full force and effect thereunder All exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference

6 2 This Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this Agreement, the sole exception being the term sheet attached hereto as Exhibit D and any agreement entered into between Amico/Bertino Counsel and GM to effectuate that term sheet The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement No modification or waiver of any provisions of this Agreement shall be effective unless made in writing and signed by or on behalf of the person against whom enforcement of the Agreement is sought

6 3 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it, and all of which shall be deemed a single agreement

6 4 The Parties have negotiated all of the terms and conditions of this Agreement at arm's length None of the Parties or their respective counsel will be deemed the drafter of this Agreement or its exhibits for purposes of construing the provisions thereof The language in all parts of this Agreement and its exhibits will be interpreted according to its fair meaning, and will not be interpreted for or against any Party as the drafter thereof

6 5 In accordance with California Rule of Court 3 769(h), the Court will retain continuing and exclusive jurisdiction over the Parties and all Class Members for purposes of implementing and enforcing this Agreement and the Settlement

6 6 The Parties hereto warrant and represent that no promise or inducement has been offered or made for the release and covenants in subparagraphs 3 14-3 17 except as herein set forth, that the releases and covenants are executed without reliance on any statements or any representations not contained herein, and the release and covenants reflects the entire agreement among the Parties with respect to the terms of the releases and covenants, except as provided above with respect to the attached term sheet and any agreement entered into to further memorialize the term sheet

6 7 The Parties acknowledge and agree and specifically warrant to each other that they have fully read this Agreement and the releases and covenants contained in subparagraphs 3 14-3 17, received independent legal advice with respect to the advisability of entering into this Agreement and those releases and covenants, and the legal effect of this Agreements and the releases and covenants, and fully understand their effect

6 8 GM and Co-Lead Counsel may agree, on behalf of the Parties and subject to approval of the Court where required, to reasonable extensions of time to carry out the provisions of this Agreement For purposes of such extensions, agreement by Co-Lead Counsel is the agreement of all Parties

6 9 This Agreement will be binding upon and inure to the Parties' successors and assigns This Agreement is not intended to create any third party beneficiaries other than persons (including Class Members) for which a direct benefit is specifically provided for hereunder

6 10 In the event that the release and covenants contained in subparagraphs 3 14-3 15 of this Agreement shall for any reason be held in whole or material part to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement if GM elects in writing to Co-Lead Counsel to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement If no such election is made, then the Agreement shall be null and void In the event that the release and covenants contained in subparagraphs 3 16-3 17 of this Agreement shall for any reason be held in whole or material part to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement if the Representative Plaintiffs elect, either individually or collectively, in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement If no such election is made, then the Agreement shall be null and void If one or more of the other material provisions contained in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect other provisions if GM and the Representative Plaintiffs, on behalf of the Class, both elect to proceed as if such invalid, illegal, or unenforceable provision were not contained in this Agreement

6 11 No consideration or amount or sum paid, credited, offered, or expended by GM in its performance of this Agreement constitutes a penalty, fine, punitive damages or other form of assessment for any alleged claim or offense

6 12 For purposes of this Agreement, the Parties and all counsel agree that all orders and agreements regarding the confidentiality of documents and information ("Protective Orders") remain in effect and all Parties and counsel remain bound to comply with the provisions of those Protective Orders Within thirty days of the Effective Date of Settlement, each of the Parties agrees to use its best efforts to return all documents produced in these Actions or belonging to Defendants and all copies thereof, and each of the Parties' counsel will certify in writing that it used its best efforts to return all documents have been returned to the producing party

6 13 GM and Co-Lead Counsel agree to use their best efforts to issue a joint, written press release within 48 hours of formal execution of this Settlement Agreement

6 14 The Parties hereto understand, acknowledge and agree that they and their counsel (i) have each performed an independent investigation of the allegations of fact and law made in connection with the Actions and the Amico/Bertino Actions, and (ii) that they each may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of this Agreement. Nevertheless, it is the Parties' intention to resolve their disputes pursuant to the terms of this Agreement and, thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any change or difference in facts or law

6 15 This Agreement shall be governed and construed in accordance with the internal laws of the State of California, without regard to any conflict of law provision that could require the application of the law of any other jurisdiction

6 16 Whenever under the terms of this Agreement, a Party is required to provide written notice to the other, such notice must be directed to the individual at the address specified below, unless that individual or the individual's successor gives notice to the other Party in writing of another individual or address to whom such notice should be directed

Written notice to the Representative Plaintiffs must be given to

Eric H Gibbs
Girard Gibbs LLP
601 California Street, 14th Floor
San Francisco, California 94108

P John Brady
Shughart Thomson & Kilroy, P C
Twelve Wyandotte Plaza
120 West 12th Street
Kansas City, MO 64105

Written notice to GM must be given to

Robert B Ellis, P C
Kirkland & Ellis LLP
200 East Randolph Drive
Chicago, Illinois 60601

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized attorneys below

Eric H Gibbs
Girard Gibbs LLP
601 California Street, 14th Floor
San Francisco, California 94108

Robert B Ellis, P.C.
Kirkland & Ellis LLP
200 East Randolph Drive
Chicago, Illinois 60601

Attorneys for GM

P John Brady
Shughart Thomson & Kilroy, P C
Twelve Wyandotte Plaza
120 West 12th Street
Kansas City, MO 64105

Co-Lead Counsel

Michael F Ram
Levy, Ram & Olson LLP
639 Front Street
Fourth Floor
San Francisco, CA 94111

Attorneys for Amico/Bertino Actions

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized attorneys below

Eric H Gibbs
Girard Gibbs LLP
601 California Street, 14th Floor
San Francisco, California 94108

P. John Brady
Shughart Thomson & Kilroy, P.C.
Twelve Wyandotte Plaza
120 West 12th Street
Kansas City, MO 64105

Co-Lead Counsel

Robert B. Ellis, P C
Kirkland & Ellis LLP
200 East Randolph Drive
Chicago, Illinois 60601

Attorneys for GM

Michael F. Ram
Levy, Ram & Olson LLP
639 Front Street
Fourth Floor
San Francisco, CA 94111

Attorneys for Amico/Bertino Actions

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San Francisco, California 94108

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Shughart Thomson & Kilroy, P C
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Kansas City, MO 64105

Co-Lead Counsel

Robert B Ellis, P C
Kirkland & Ellis LLP
200 East Randolph Drive
Chicago, Illinois 60601

Attorneys for GM

Michael F Ram
Levy, Ram & Olson LLP
639 Front Street
Fourth Floor
San Francisco, CA 94111

Attorneys for Amico/Bertino Actions

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized attorneys below

Eric H Gibbs
Girard Gibbs LLP
601 California Street, 14th Floor
San Francisco, California 94108

Robert B Ellis, P C
Kirkland & Ellis LLP
200 East Randolph Drive
Chicago, Illinois 60601

Attorneys for GM

P John Brady
Shughart Thomson & Kilroy, P C
Twelve Wyandotte Plaza
120 West 12th Street
Kansas City, MO 64105

Co-Lead Counsel

Michael F Ram
Levy, Ram & Olson LLP
639 Front Street
Fourth Floor
San Francisco, CA 94111

Attorneys for Amico/Bertino Actions

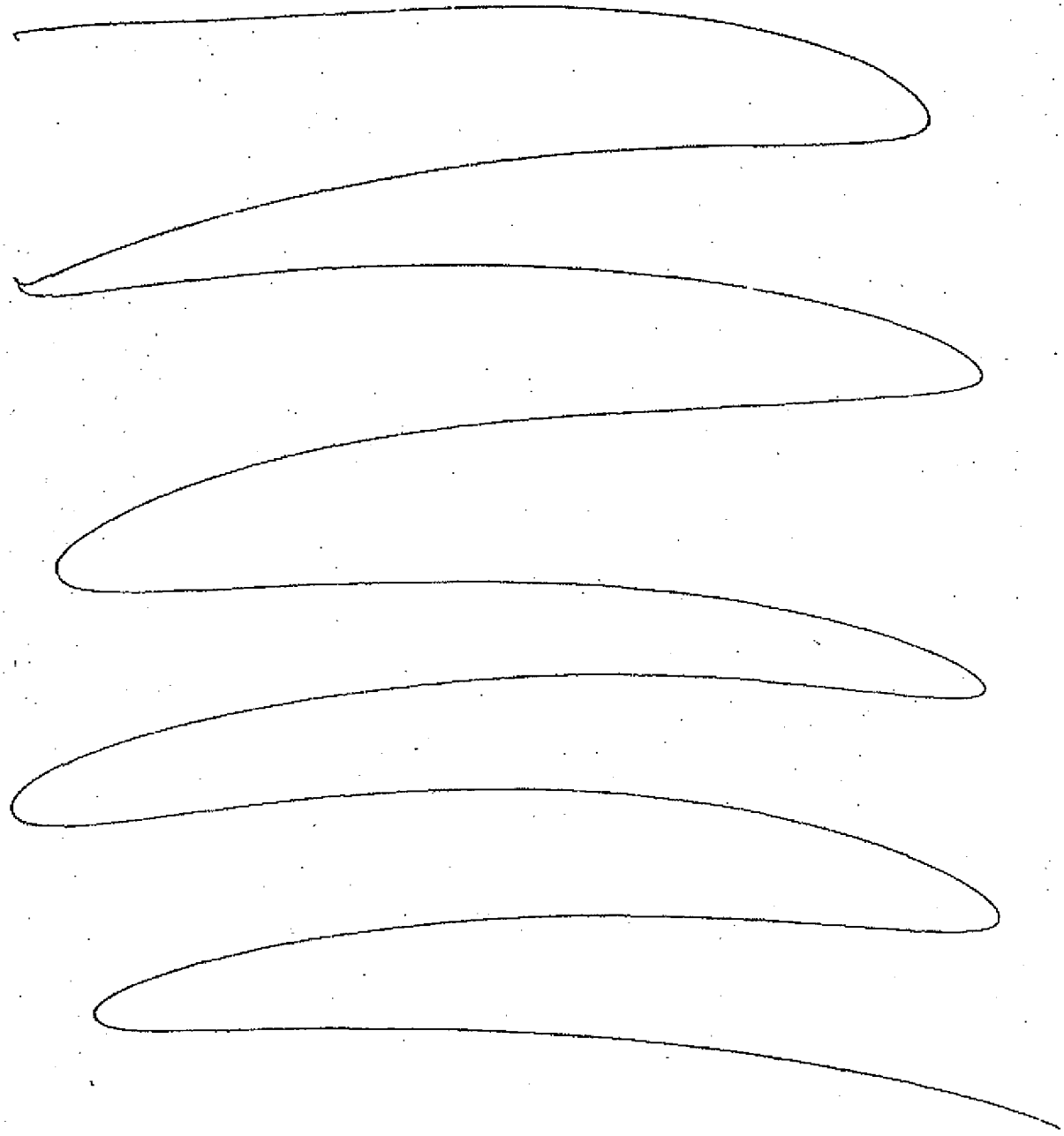

EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF ALAMEDA
SADOWSKI V. GENERAL MOTORS CORP., CASE NO HG03091369

If you have ever owned or leased any of the General Motors vehicles listed on pages 2-3, please read this notice carefully, as it affects your legal rights.

The California Superior Court for Alameda County authorized this notice
This is not a solicitation from a lawyer

The purpose of this notice is to provide information about a class action settlement and to inform people covered by the proposed Settlement of their rights and options

- There is a proposed class action Settlement involving the GM vehicles listed in paragraph 4 These vehicles were factory-equipped with Dex-Cool Dex-Cool is an engine coolant designed to protect vehicles' engine and cooling systems
- You are included in this proposed Settlement if you own or lease or previously owned or leased any of these vehicles and made repairs related to the use of Dex-Cool as outlined in paragraph 4 of this Notice
- Repairs involving intake manifold gasket failures, engine coolant sealing issues, and sludge (a rust-like material) are covered by this proposed Settlement These repairs would likely involve parts like the intake manifold and/or manifold gaskets, throttle body gaskets, radiator cap, heater core, water pump and other parts of the cooling system See paragraph 4 for a complete description of the specific types of repairs covered for each vehicle type
- The Court in charge of this case still has to decide whether to give final approval to the proposed Settlement Valid claims will be paid if the proposed Settlement is approved
- The types of repairs covered in the proposed Settlement, how to file a claim and your legal rights to participate or exclude yourself are outlined in this Notice Please read it carefully

SUMMARY OF CLASS MEMBERS' RIGHTS AND OPTIONS UNDER THE PROPOSED SETTLEMENT	
SUBMIT A CLAIM	The only way to get a payment Submit your claim online or by mail by October 27, 2008
EXCLUDE YOURSELF	Get no payment This is the only option that allows you to be part of any other lawsuit concerning the issues being settled now
COMMENT ON THE PROPOSED SETTLEMENT	Write to the Court about why you support or oppose the proposed Settlement
GO TO A HEARING	Ask to speak to the Court about the proposed Settlement
DO NOTHING	Get no payment Be barred from bringing or being part of any other lawsuit concerning the issues being settled now

1. THE LITIGATION: A number of lawsuits were filed as class actions against GM in state and federal courts across the United States involving "Dex- Cool" extended-life engine coolant Among other things, the lawsuits allege that (i) Dex-Cool in the vehicles listed below caused problems with the vehicles' engines or cooling systems, and (ii) that certain engine components, such as the nylon/silicone lower intake manifold gaskets equipped in certain vehicles, were defective

2 GM'S POSITION: GM denies all allegations of wrongdoing and denies liability under any claim asserted in the lawsuits GM argued that Dex-Cool protected engines for a longer period than traditional coolants, caused less wear on certain engine parts than traditional coolants, and provided environmental benefits GM further argued that alleged problems with the vehicles' engines or cooling systems were caused by owners not following the maintenance instructions for their vehicles or other factors

3. GM'S AGREEMENT TO SETTLE: GM has agreed to a class action settlement of the lawsuits GM will reimburse class members up to a specified amount for certain repair costs they paid during the first seven years or 150,000 miles of vehicle ownership or lease, whichever is earlier

This notice is to inform class members of the existing lawsuits, the major terms of the proposed Settlement, and class members' rights and options This proposed Settlement will not become effective unless it is approved by the Court as described below

4 CLASS COVERED BY THE PROPOSED SETTLEMENT You are included in the class (i) if you are a United States resident, (ii) if you own or lease, or previously owned or leased, any of the vehicles listed below, for personal, family, or household use (as opposed to commercial or business use), and (iii) if the vehicle was not purchased or leased in the State of Missouri, and

(a) The vehicle has been in service for over seven years since the date the original buyer or lessee took delivery of the vehicle, and

(b) As of the date of this Notice (May 30, 2008), you have not had to pay for any Covered Repair that was performed during the first seven years or 150,000 miles (whichever is earlier) after the date the original buyer or lessee took delivery of the vehicle,

OR

(c) Regardless of how long the vehicle has been in service, you paid out-of-pocket for a Covered Repair that was performed during the first seven years or 150,000 miles (whichever is earlier) after the date the original buyer or lessee took delivery of the vehicle

GROUP A VEHICLES

Model years 1995-2003

Equipped with 3.1-liter or 3.4-liter V6 engine, manufactured before April 10, 2003 with a nylon/silicone lower intake manifold gasket.

Buick	Century, Rendezvous
Chevrolet	Impala, Lumina, Malibu, Monte Carlo, Venture
Oldsmobile	Alero, Cutlass, Silhouette
Pontiac	Aztek, Grand Am, Grand Prix, Montana, Trans Sport

Note Some of these vehicles may have been offered for sale with an engine other than a 3 1-liter or 3 4 -liter V6 engine Any of the above models sold with an engine other than a 3 1-liter or 3 4 -liter V6 engine are not included and are not eligible to make a claim

Group A Covered Repairs: **Replacement of failed nylon/silicone lower intake manifold gasket.**

GROUP B VEHICLES

Model years 1995-2004

Equipped with 3.8-liter V6 engine (internal GM engine designation RPO L36).

Buick	**LeSabre, Park Avenue, Regal, Riviera**
Chevrolet	**Camaro, Impala, Lumina, Monte Carlo**
Oldsmobile	**Eighty-Eight, Intrigue, LSS, Ninety-Eight**
Pontiac	**Bonneville, Firebird, Grand Prix**

Note Some of these vehicles may have been offered for sale with an engine other than a 3 8-liter V6 engine RPO L36 Any of the above models sold with an engine other than a 3 8-liter V6 engine RPO L36 are not included and are not eligible to make a claim

Group B Covered Repairs: **Repairs necessitated by engine coolant sealing issues, including replacement of throttle body gasket, upper intake manifold gasket, lower intake manifold gasket, or intake manifold.**

GROUP C VEHICLES

Model years 1995-2000

Equipped with 4.3-liter V6 engine

Chevrolet	**Blazer, Chevrolet S-10**
GMC	**Envoy, Jimmy, S-15**
Oldsmobile	**Bravada**

Group C Covered Repairs: **Repairs necessitated by cooling-system sludge, including cooling-system flush, heater core repairs, water pump repairs, or radiator cap replacement "Sludge" refers to a rust-like material that can form in the cooling system and whose formation is related to use of Dex-Cool.**

If you own one of the models listed above, but (i) with a different engine size than what is listed, or (ii) the vehicle was manufactured using a lower intake manifold gasket other than a nylon/silicone gasket, or (iii) the vehicle is a Group A vehicle manufactured after April 9, 2003, then you are not covered by the settlement and are not eligible to file a claim

People who purchased or leased their GM vehicle in Missouri are not included in this proposed Settlement They are instead included in a separate proposed Settlement that is being submitted for approval to a Missouri state court The settlement benefits of the proposed Missouri settlement are the same as the settlement benefits of the proposed Settlement described in this notice

Also excluded from the class are GM, any affiliate, parent, or subsidiary of GM, any entity in which GM has a controlling interest, any officer, director, or employee of GM, any successor or assign of GM, anyone employed by counsel for any of the named plaintiffs in the lawsuits covered by this proposed Settlement, any judge to whom any of the lawsuits is assigned, as well as his or her immediate family, and all persons who timely and validly request exclusion from the class (The procedure for exclusion is described below)

The Court has appointed the following lawyers as Co-Lead Counsel to represent the class for purposes of the proposed Settlement

Eric H Gibbs
Girard Gibbs LLP
601 California Street, Suite 1400
San Francisco, California 94108

P John Brady
Shughart Thomson & Kilroy P C
Twelve Wyandotte Plaza
120 West 12th Street
Kansas City, Missouri 64105

5. SETTLEMENT BENEFITS: Under the proposed Settlement, GM will send cash reimbursements to class members who paid for Covered Repairs performed within seven years or 150,000 miles (whichever is earlier) after the original owner or lessee took delivery of the vehicle, and who submit timely and valid claims

The amount of reimbursement for which you are eligible depends on (i) when the Covered Repair was performed and (ii) the amount you actually paid, as described below

a **For a Covered Repair made within five years after initial vehicle delivery**
You are eligible to be reimbursed the documented amount you paid out-of-pocket up to $400, if you were not previously fully reimbursed

However, if you can document that the Covered Repair required you to pay over $1,500 to address an internal coolant leak, your reimbursement level may be different If so, you can elect to request reimbursement of 40% of the amount you paid out-of-pocket up to $800, if you were not previously fully reimbursed

(An internal coolant leak means that coolant leaked from one vehicle component into another component Whereas an external coolant leak means that coolant leaked from inside a vehicle component to the exterior of the vehicle)

b **For a Covered Repair made in the *sixth year* after initial vehicle delivery**
You are eligible to be reimbursed the documented amount you paid out-of-pocket up to $100, if you were not previously fully reimbursed

c **For a Covered Repair made in the *seventh year* after initial vehicle delivery:**
You are eligible to be reimbursed the documented amount you paid out-of-pocket up to $50, if you were not previously fully reimbursed

If you paid for more than one Covered Repair (whether on the same vehicle or on different vehicles included in the proposed Settlement), you may make a separate reimbursement claim for each one

6. HOW TO MAKE A CLAIM: To make a claim for a reimbursement under the proposed Settlement, you must submit the following documents, either online or by mail If you do not submit each of the following documents, and fully complete the claim statement, your claim may be denied.

(a) **Completed Claim Statement.** A Claim Statement form is enclosed with this Notice If you need more forms, you can photocopy this one or download additional copies from the proposed Settlement Web site at www DexCoolSettlement com You can also call the Claims Administrator toll-free at **1 (866) 245-4291** to have more forms mailed to you

(b) **Proof of repair payment.** You must provide documentation showing that you paid out-of-pocket for a Covered Repair, for which you were not fully reimbursed Please read the instructions on the Claim Statement form for more details

(c) **Proof of ownership or lease.** You must provide documentation showing that you owned or leased the vehicle at the time of the Covered Repair Please read the instructions on the Claim Statement form for more details

(d) If you wish to submit your claim by mail, you must mail the above documents, **postmarked no later than October 27, 2008**, to the Claims Administrator at the address listed on the Claim Statement form

(e) If you wish to submit your claim online, please go to www DexCoolSettlement com, fill out the online Claim Statement form, and attach scanned versions of your required documentation before clicking the button to submit your claim Online claims must be **submitted no later than midnight on October 27, 2008.**

(f) If you wish to make reimbursement claims for two or more Covered Repairs, you must submit a separate set of documents (Claim Statement, proof of repair payment, and proof of ownership or lease) for each claim You may not combine claims for more than one Covered Repair in a single Claim Statement

(g) The Claims Administrator has the right to request additional documentation before the Claim is approved and paid Your claim may be denied if the Claims Administrator determines that it is invalid

7. ATTORNEYS' FEES AND EXPENSES AND INCENTIVE AWARDS: Since this litigation started in 2003, over 20 law firms have devoted more than 43,000 hours to prosecuting the various lawsuits across the country on behalf of class members purely on a contingent basis, and have received no compensation for their services or reimbursement of their expenses As part of the proposed Settlement, subject to Court approval, plaintiffs' counsel will apply for attorneys' fees not to exceed $16 5 million and expenses not to exceed $1 55 million

Application will be made for incentive awards not to exceed a total amount of $140,000 for the named plaintiffs in the lawsuits There are more than 100 named plaintiffs in the lawsuits This is to recognize their initiative and effort in pursuing the matter on behalf of other vehicle owners and lessees Any amounts approved by the Court will be paid by GM separately from and without reducing the reimbursement payments it makes to class members under the proposed Settlement

8. RELEASE OF CLAIMS IF COURT APPROVES THE PROPOSED SETTLEMENT: If the Court approves the proposed Settlement, it will enter a judgment that will dismiss the litigation with prejudice as to all class members It will release all claims they may have based on any expenses they incurred because of a Covered Repair during the first seven years or 150,000 miles (whichever is earlier) their Group A, Group B, or Group C vehicle was in service

This means that class members will be forever barred from bringing, continuing, or being part of any other lawsuit against GM and its personnel, representatives, and insurers, or GM's related companies and their personnel, representatives, and insurers, concerning such expenses If you fall within the class definition and

do not want to be barred from bringing, continuing, or being part of such a lawsuit, you must exclude yourself from the class and proposed Settlement here

The release applicable to the Class if the settlement is approved provides as follows In consideration of the benefits described above, the Representative Plaintiffs promise, covenant and agree, and each Class Member and the Class shall be deemed to have promised, covenanted and agreed, that, upon the Effective Date of Settlement, the Representative Plaintiffs and the Class Members, including their affiliates, subsidiaries, associates, general or limited partners or partnerships, predecessors, successors, and/or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and/or shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers, and anyone acting on their behalf, by operation of the Judgment, shall have hereby released, waived and discharged GM, including its subsidiaries, affiliates, associates, general or limited partners or partnerships, predecessors, successors, and/or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers and anyone acting on their behalf, individually and collectively, from liability for any and all claims, demands, debts, rights, causes of action or liabilities whatsoever, including known and unknown claims, now existing or hereafter arising, in law, equity or otherwise, arising under state statutory or common law federal statutory or common law, or foreign statutory or common law, to the fullest extent permitted by law, including, but not limited to, federal or state antitrust claims, RICO claims, claims arising under state consumer protection, consumer fraud, deceptive trade practices statutes, common law breach of contract claims, statutory or common law fraud or misrepresentation claims, breach of fiduciary duty claims or unjust enrichment claims and whether possessed or asserted directly, indirectly, derivatively, representatively or in any other capacity, and whether or not such claims were or could have been raised or asserted in the Actions or the Amico/Bertino Actions, to the extent any such claims are based upon, arise out of or relate to, in whole or in part, any of the allegations, acts, omissions, transactions, events, conduct, or matters arising from or related to any Repair Expense Claims for personal injury, and claims for lower intake manifold gasket replacements in 4 3-liter V6 engines for Class Members who have not submitted a Claim and received a payment under the settlement, are not released The Parties recognize and agree that this is a general release Representative Plaintiffs and the Class Members expressly waive and relinquish, and shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code section 1542 and the provisions, rights, and benefits conferred by any law of the United States, any law of any State or the District of Columbia, or any principle of common law that is similar, comparable, or equivalent to California Civil Code section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor "

9. YOUR OPTIONS AND DEADLINES: If you are a class member, you have the following options

(a) **Participate in the proposed Settlement by making a claim** To participate in the proposed Settlement, you must submit a claim as described above You do not need to do anything else to participate If you submit a valid claim on time, the Court approves the proposed Settlement, and the judgment becomes final, then a reimbursement check will be mailed to you

(b) **Request to be excluded** If you wish to exclude yourself from the class, you must submit a letter or postcard, such that it is received on or before August 13, 2008, stating

- Your name, address, telephone number,
- The year, model, and vehicle identification number of the vehicle covered by the proposed Settlement that you currently or previously owned or leased, and

- That you wish to be excluded from the class and proposed Settlement in the lawsuit *Sadowski v General Motors Corp*, Case No HG03091369

You must send your exclusion request to the Claims Administrator, addressed as follows **Dex Cool Litigation 2, c/o The Garden City Group, Inc., P.O. Box 9239, Dublin, OH 43017-4639**. If you submit a valid exclusion request on time, you cannot obtain a reimbursement payment under the proposed Settlement You will not be bound by the final judgment, and you will not be barred from bringing, continuing, or being part of another lawsuit concerning expenses you incurred because of a Covered Repair

If you do not properly exclude yourself, all of your claims based on such expenses will be released, and you will be barred from bringing, continuing, or being part of any such lawsuit. You will be barred even if you do not submit a claim under this proposed Settlement In other words, if you do nothing at all, your claims will be released, and you will receive nothing under the proposed Settlement

(c) **Object or comment** If you are a class member and do not exclude yourself, you may object to or comment on all or part of the proposed Settlement This includes plaintiffs' counsel's request for attorneys' fees, expenses, and incentive awards for the named plaintiffs Objecting is not the same as excluding yourself If you object and the proposed Settlement is approved, you will still be bound by the final judgment and your claims will be released

You must submit your objections or comments in writing as follows

- On the first page, please include a prominent reference to *Sadowski v General Motors Corp*, Case No HG03091369 Your objections or comments must include
    - Your full name, address, and telephone number,
    - The year, model, and vehicle identification number of the vehicle covered by the proposed Settlement that you currently or previously owned or leased, along with proof of a Covered Repair,
    - Your signature, and
    - Any supporting papers or briefs on which your objections or comments are based

If you also wish to speak at the fairness hearing (described below), you must also state in your objections or comments that you intend to appear and speak at the hearing If you do not include this statement, you will not be entitled to speak at the hearing

You must deliver your objections or comments to the Court by filing them in person at any location of the Alameda County Superior Court that includes a facility for civil filings or by mailing them to Clerk of the Court at the address listed below, with copies to Co-Lead Counsel for the class and GM's counsel **They must be received no later than August 13, 2008** The mailing addresses for the Clerk of the Court, Co-Lead Counsel, and GM's counsel are as follows

Clerk of the Court
Rene C Davidson Alameda County Courthouse
1225 Fallon Street
Oakland, California 94612

Co-Lead Counsel:

Eric H Gibbs
Girard Gibbs LLP
601 California Street, 14th Floor
San Francisco, California 94108

Counsel for GM

Robert B Ellis
Kirkland & Ellis LLP
200 East Randolph Drive
Chicago, Illinois 60601

If you submit an objection and wish to preserve your appellate rights, you must appear in person, through your counsel or as otherwise permitted by the Court, at the Fairness Hearing If you do not wish to appear in Court then you must state so in your objection

If you do not raise your objections according to the above procedure, you will waive all objections and have no right to appeal any aspect of the proposed Settlement If you raise an objection according to the above procedure and fail to appear, you will have no right to appeal any aspect of the proposed Settlement This includes appealing (i) an order approving the Settlement as fair, reasonable and adequate, (ii) entry of Judgment that dismisses this action with prejudice and releases the claims of class members as provided for in the Settlement, (iii) an award of incentive payments to the Representative Plaintiffs, or (iv) an award of reasonable attorneys fees and costs to Class Counsel

You can enter an appearance in the lawsuit through your own legal counsel If you do, you will be responsible for your own attorneys' fees and costs

10. FAIRNESS HEARING: On August 29, 2008 at 11:00 a.m., a hearing will be held before the Honorable Robert B Freedman, in Department 20 of the California Superior Court for Alameda County, County Administration Building, 1221 Oak Street, Oakland, California 94612 The purpose of the hearing is for the Court to decide whether the proposed Settlement is fair, reasonable, and adequate and should be approved The Court will also decide whether a final judgment should be entered dismissing this lawsuit, and the amount of attorneys' fees and expenses and incentive awards to class representatives This hearing may be postponed without further notice to the class

11. ADDITIONAL INFORMATION: You can get more information at the proposed Settlement Web site at www DexCoolSettlement com You can also view the Settlement Agreement and download a Claim Statement form on the Web site

You can get more information by calling the Claims Administrator toll-free at 1 (866) 245-4291, sending an e-mail to info@dexcoolsettlement com, or by sending a written inquiry to Co-Lead Counsel at the address in Section 9, above In addition, you can view the Court's docket at www alameda courts ca gov/domainweb and inputting case number HG03093843 or ICCP004495 Otherwise, please do not direct any inquiries to the Court

DATED MARCH 20, 2008

BY ORDER OF THE SUPERIOR COURT
OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

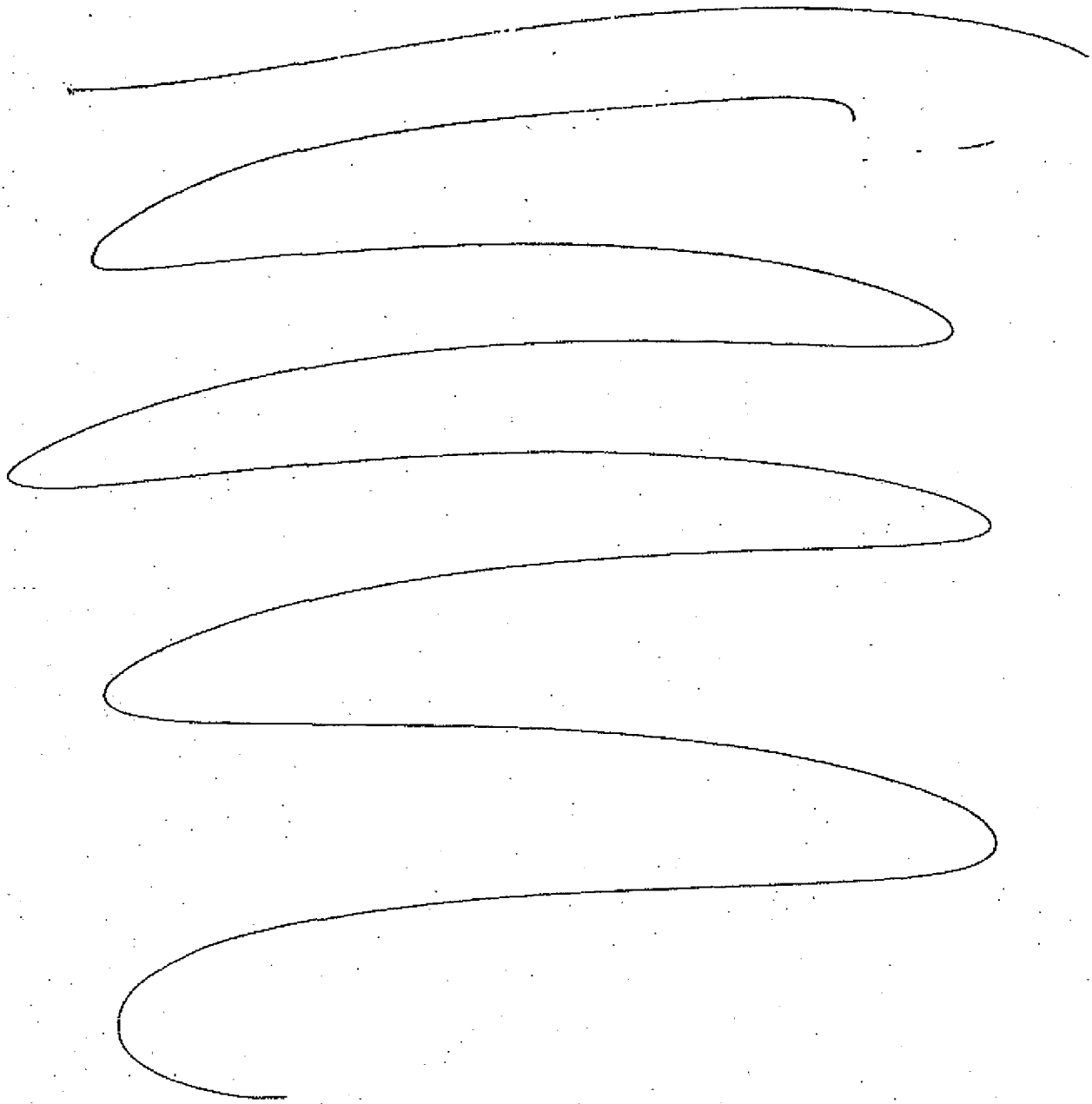

EXHIBIT 3

ENDORSED
FILED
ALAMEDA COUNTY

OCT 23 2008

, Exec. Off./Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

Coordination Proceeding Special Title (Rule 1550(b))	JUDICIAL COUNCIL COORDINATION PROCEEDING NO. 4495
GENERAL MOTORS DEX-COOL/GASKET CASES	SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA NO. HG03093843
Included actions	
Sadowski v General Motors Corp.	SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN JOAQUIN NO. CV 025 770
Bertino v General Motors Corp	**JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE**
	The Honorable Robert B Freedman
	Action filed. April 29, 2003 Trial date None set

This matter came before the Court for hearing pursuant to the Order Granting Preliminary Approval Of Proposed Settlement, Provisionally Certifying Class, And Directing Dissemination Of Notice To Class, dated March 20, 2008 ("Notice Order"), on the application of the Parties for approval of the settlement set forth in the Settlement Agreement, dated March 19, 2008 ("Agreement") Due and adequate notice having been given of the settlement set forth in the Agreement ("Settlement") as required by the Notice Order, and the Court having considered and reviewed all papers filed and proceedings had herein, including the timely objections to the proposed settlement submitted by class members, approximately 80 of which were submitted by individuals themselves and 5 by counsel on behalf of 6 individuals, as well as the responses filed by Plaintiffs and GM to the objections, and otherwise being fully informed in the premises and good cause appearing therefor, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that

1. This Judgment incorporates by reference the definitions in the Agreement and Notice Order, and all defined terms used herein shall have the same meanings set forth in the Agreement and Notice Order

2 This Court has jurisdiction over the subject matter of the Sadowski Action, the Sadowski Parties, and all members of the settlement Class defined as follows:

> All Consumers in the United States of America, excepting those who purchased or leased their vehicles in the State of Missouri, who (i) own or lease, or who have owned or leased, a Covered Vehicle that has been in service in excess of seven years, measured from the Date of Initial Vehicle Delivery, at the time of the first date on which notice of the Settlement is disseminated and who, at the time of the notice, had not incurred a repair expense of the type included in the definition of Covered Repair, or (ii) own or lease, or who have owned or leased, a Covered Vehicle and who incurred an expense for a Covered Repair before the first date on which notice of the Settlement is disseminated to the Class in accordance with the Notice Order
>
> Excluded from the Class are GM, any affiliate, parent, or subsidiary of GM, any entity in which GM has a controlling interest, any officer, director, or employee of GM, any successor or assign of GM, anyone employed by counsel for Representative Plaintiffs, any Judge to whom any of the Actions is assigned as well as his or her immediate family; any and all persons who timely and validly request exclusion from the Class pursuant to the notice disseminated in accordance with the Notice Order

3 This Court hereby finds that for settlement purposes, and for purposes of the Agreement and the Settlement, the Sadowski Action and the Class meet the requirements for the bringing and maintenance of a class action set forth in section 382 of the Code of Civil Procedure and section 1781 of the Civil Code

4 This Court hereby finds that the Agreement and Settlement are, in all respects, fair, reasonable, and adequate, and in the best interests of the Class; overrules the timely objections submitted, grants final approval of the Agreement and Settlement, and directs the Parties to perform the terms of the Agreement

5 This Court hereby dismisses the Sadowski Action with prejudice and without costs, except as otherwise provided in the Agreement

6 Upon the Effective Date of the Settlement, the Representative Plaintiffs and the Class Members, including their affiliates, subsidiaries, associates, general or limited partners or partnerships, predecessors, successors, and/or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and/or shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers, and anyone acting on their behalf, by operation of this Judgment, shall have hereby released, waived and discharged GM, including its subsidiaries, affiliates, associates, general or limited partners or partnerships, predecessors, successors, and/or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers and anyone acting on their behalf, individually and collectively, from liability for any and all claims, demands, debts, rights, causes of action or liabilities whatsoever, including known and unknown claims, now existing or hereafter arising, in law, equity or otherwise, arising under state statutory or common law federal statutory or common law, or foreign statutory or common law, to the fullest extent permitted by law, including, but not limited to, federal or state antitrust claims, RICO claims, claims arising under state consumer protection, consumer fraud, deceptive trade practices statutes, common law breach of contract claims, statutory or common law fraud or misrepresentation claims, breach of fiduciary duty claims or unjust enrichment claims and whether possessed or asserted directly, indirectly, derivatively, representatively or in any other capacity, and whether or not such claims were or could have been raised or asserted in the Actions or the Amico/Bertino Actions, to the extent any such claims are based upon, arise out of or relate to, in whole or in part, any of the allegations, acts, omissions, transactions, events, conduct, or matters arising from or related to any Repair Expense Claims for personal injury, and claims for lower intake manifold gasket replacements in 4 3-liter V6 engines for Class Members who have not submitted a Claim and received a payment under the settlement, are

not released The Parties recognize and agree that this is a general release Representative Plaintiffs and the Class Members expressly waive and relinquish, and shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code section 1542 and the provisions, rights, and benefits conferred by any law of the United States, any law of any State or the District of Columbia, or any principle of common law that is similar, comparable, or equivalent to California Civil Code section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

7 Upon the Effective Date of the Settlement, GM and its past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, and assigns, shall be deemed to have, and by operation of this Judgment shall have, released, waived, and discharged any and all claims or causes of action of any nature whatsoever, including but not limited to any claim for violations of federal, state, or other law (whether in contract, tort, or otherwise, including statutory, common law, property, and equitable claims), whether known or unknown, that have been or could have been asserted against any Representative Plaintiff, counsel for any Representative Plaintiff, or any Class Member, in the Actions or in any other complaint, action, or litigation in any other court or forum arising from, based on, or related to the initiation, prosecution, or resolution of the Actions to the extent any such claims are based upon, arise out of or relate to, in whole or in part, any of the allegations, acts, omissions, transactions, events, conduct, or matters arising from or related to any Repair Expense. The Parties recognize and agree that this is a general release, and shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code section 1542 and the provisions, rights, and benefits conferred by any law of the United States, any law of any State or the District of Columbia, or any principle of common law that is similar, comparable, or equivalent to California Civil Code section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

8 Under the circumstances, the notice of this Settlement provided to the Class Members in accordance with the Notice Order was the best notice practicable of the proceedings and matters set forth therein, including the proposed Settlement, to all persons entitled to such notice, and said notice fully satisfied the requirements of due process and California law

9 Neither the Fee Application nor any order entered by this Court thereon shall in any way disturb or affect this Judgment, and all such matters shall be considered separate from this Judgment The Court will not award more than (i) $140,000 in incentive payments to Representative Plaintiffs; (ii) $16 5 million in attorneys' fees, and (iii) $1 55 million in documented costs.

10 Within forty-five (45) days after entry of this Judgment, Co-Lead Counsel shall, with the agreement of GM, file a listing of each person who submitted a valid and timely request for exclusion from the Class The persons so identified shall neither share in the benefits of the Settlement nor be bound by this Judgment All persons who meet the Class definition and have not submitted such an exclusion request shall be bound by this Judgment

11 Neither the Agreement nor the Settlement nor any act performed or document executed pursuant to or in furtherance of the Agreement or the Settlement (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim asserted against GM in the Actions, or of any wrongdoing or liability of GM, or of an admission by General Motors that the claims that were the subject of this action were appropriate for class certification for purposes of trial or for any other purpose other than for purposes of this Settlement Agreement, or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of GM in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal, or (c) is or may be deemed to interfere with, prohibit or bar a Class Member from cooperating with or assisting an extended commercial warranty provider or other third party to bring subrogation claims against GM related to Covered Repairs GM may file the Agreement, this Judgment, or both in any other action that may be brought against it in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim

12 Consistent with the express terms of the Settlement Agreement, subrogation claims are not being released as part of this Judgment The rights of extended commercial warranty providers or other third parties to bring subrogation claims against GM related to Covered Repairs in a separate action are not barred by the Settlement

13 Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction, pursuant to California Rule of Court 3 769(h), over (a) implementation of the Settlement, (b) payment of Class Members' claims under the Settlement; (c) further proceedings, if necessary, on applications for attorneys' fees, expenses, or costs in connection with the Sadowski Action or the Settlement, and (d) the Parties for purposes of construing, enforcing, or administering the Agreement If any Party fails to fulfill its obligations completely, the Court retains the power to issue such orders to enforce this Judgment and the Settlement as it deems appropriate after noticed hearing.

14 If the Settlement does not become effective in accordance with the terms of the Agreement, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Agreement and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Agreement

15 A Compliance Hearing is hereby set for February 27, 2009 at 10 00 a m in Department 20 If a final report and accounting satisfactory to the Court regarding the administration of the Settlement is submitted at least 5 court days prior to the Compliance Hearing, no appearances will be required

IT IS SO ORDERED.

DATED. Oct 23, 2008

THE HONORABLE ROBERT B. FREEDMAN
JUDGE OF THE SUPERIOR COURT

EXHIBIT D

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

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

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

RECITALS

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

1015(b) of the Bankruptcy Rules.

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

DATED: November __, 2009

Respectfully submitted,

GIRARD GIBBS LLP

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

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

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

POLSINELLI SHUGHART P.C.

By: P. John Brady
P. John Brady

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

Court-Appointed Class Counsel in Dex-Cool

WEIL, GOTSHAL & MANGES LLP

By: Joseph H. Smolinsky
Joseph H. Smolinsky

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

Attorneys for the Debtors and Debtors in Possession

ORDER APPROVING STIPULATION

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

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

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

Date: *December 1, 2009*
New York, New York

s/ Robert E. Gerber
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT E

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

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors and
Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

NOTICE OF HEARING ON MOTION OF DEBTORS FOR ENTRY OF ORDER PURSUANT TO FED. R. BANKR. P. 9019 AND FED. R. CIV. P. 23 APPROVING AGREEMENT RESOLVING PROOF OF CLAIM NO. 51095 AND IMPLEMENTING MODIFIED DEX-COOL CLASS SETTLEMENT

PLEASE TAKE NOTICE that upon the annexed Motion, dated March 24, 2011 (the "**Motion**"), of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (the "**Debtors**"), for an order, pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure and Rule 23 of the Federal Rules of Civil Procedure approving the Agreement Resolving Proof of Claim No. 51095 (the "**Agreement**"), attached to the Motion as **Exhibit "A"** implementing a settlement between class action plaintiffs (the "**Dex-Cool Plaintiffs**"), on behalf of themselves and all others similarly situated (collectively, the "**Dex-Cool Class**"), and the Debtors, as defined and as more fully set forth in

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

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a CD-ROM or 3.5 inch disk, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served in accordance with General Order M-399 and on (i) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (ii) the Debtors, c/o Motors Liquidation Company, 401 South Old Woodward Avenue, Suite 370, Birmingham, Michigan 48009 (Attn: Thomas Morrow); (iii) General Motors LLC, 400 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Joseph Samarias, Esq.); (vi) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman,

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

PLEASE TAKE FURTHER NOTICE that if no objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion as **Exhibit "B,"** which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: New York, New York
March 24, 2011

/s/ Joseph H. Smolinsky

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

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

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors and
Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

MOTION OF DEBTORS FOR ENTRY OF ORDER PURSUANT TO FED. R. BANKR. P. 9019 AND FED. R. CIV. P. 23 APPROVING AGREEMENT RESOLVING PROOF OF CLAIM NO. 51095 AND IMPLEMENTING MODIFIED DEX-COOL CLASS SETTLEMENT

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

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

I. Relief Requested[1]

1. Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rule 23 of the Federal Rules of Civil Procedure ("**Rule 23**"), the Debtors respectfully request entry of that certain proposed Order Pursuant to Fed. R. Bankr. P. 9019 and Fed. R. Civ. P. Rule 23 Approving Agreement Resolving Proof of Claim No. 51095 and Implementing Modified Dex-Cool Class Settlement (the "**Order**"), approving and ratifying that certain modified settlement agreement (the "**Agreement**") between class action plaintiffs (the "**Dex-Cool Plaintiffs**"), on behalf of themselves and all others similarly situated (collectively, the "**Dex-Cool Class**"), and the Debtors (collectively, the Dex-Cool Plaintiffs, the Dex-Cool Class, and the Debtors, the "**Parties**"). The Agreement is attached hereto as **Exhibit "A"** and the Order is attached hereto as **Exhibit "B."**

2. Among other things, the Agreement sets forth the proposed settlement and resolution of Claim No. 51095 (the "**Dex-Cool Proof of Claim**"), which is based on previous settlements (collectively, the "**Dex-Cool Class Action Settlement**") reached in class action lawsuits brought by the Dex-Cool Plaintiffs, on behalf of themselves and the Dex-Cool Class, against General Motors Corporation ("**GM**") in, among other courts, the Superior Court of the State of California, County of Alameda (the "**California Court**") and the Circuit Court of Jackson County, Missouri at Independence (the "**Missouri Court**"), alleging, among other

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

things, that "Dex-Cool" extended life engine coolants corroded and sludged various engine and cooling system components leading to expensive repairs for class members (the "**Dex-Cool Class Actions**").[2] Entry of the Order will result in: (i) the resolution of approximately $3,000,000.00 in claims against the Debtors' estates; and (ii) the alleviation of the financial burden, time, and uncertainty associated with litigation of the Dex-Cool Proof of Claim and the Dex-Cool Class Actions.

II. Preliminary Statement

3. By this Motion of Debtors for Entry of Order Pursuant to Fed. R. Bankr. P. 9019 and Fed. R. Civ. P. 23 Approving Agreement Resolving Proof of Claim No. 51095 and Implementing Modified Dex-Cool Class Settlement (the "**Motion**"), the Debtors seek to complete implementation of the Dex-Cool Class Action Settlement previously reached and approved by the California and Missouri Courts, with the requested modifications described herein. The Dex-Cool Class already has been certified by the California and Missouri Courts; extensive notice of the Dex-Cool Class Action Settlement was previously given to the Dex-Cool Class; members of the Dex-Cool Class already have submitted claims for settlement benefits; GM previously funded $6,127,758.00 to pay Dex-Cool Class members who submitted valid claims for reimbursement prior to the original claims date (and prior to the filing date); certain members of the Dex-Cool Class who previously submitted deficient claims already have been notified of the deficiency and given the opportunity to resubmit their claims for reimbursement; nearly one-half of the Dex-Cool Class members who were notified of a deficient claim resubmitted their claims; and the Dex-Cool Class Action Settlement was approved by the

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[2] The Dex-Cool Class Actions include those actions covered by two class action settlement agreements; one that was approved by the California Court (as to forty-nine states and concerning a nationwide class inclusive of all states but Missouri) and one that was approved by the Missouri Court (as to the State of Missouri and inclusive of a Missouri state-wide class).

California and Missouri Courts under code provisions that are patterned after Rule 23 of the Federal Rules of Civil Procedure.

4. On June 1, 2009, before the terms of the settlements could be fully implemented and those members of the Dex-Cool Class who resubmitted claims for reimbursement (*e.g.*, to correct initial deficiencies) and now hold valid claims could be paid (the "**Resubmitting Participating Class Members**"), certain of the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"), which stayed the further implementation of the Dex-Cool Class Action Settlement.

5. As a result of the commencement of these chapter 11 cases, the Debtors are unable to provide the exact consideration contemplated under the Dex-Cool Class Action Settlement to the Resubmitting Participating Class Members, but the Parties have reached an agreement to provide alternative consideration that is fair and reasonable to the Resubmitting Participating Class Members under the circumstances of these chapter 11 cases. The Agreement itself is thus fair, reasonable, and adequate and meets the standards of Rule 23. Moreover, the Agreement will result in a reduction of general unsecured claims against the Debtors' estates. The Agreement and proposed order are the result of a collaborative effort between the Parties and the statutory committee of unsecured creditors (the "**Creditors' Committee**") in these chapter 11 cases and is submitted to the Court for approval with the Creditors' Committee's support and consent. Entry of the Order, thus, is in the best interest of the Dex-Cool Class, the Debtors, and the Debtors' creditors. Accordingly, the Debtors respectfully request that this Motion be granted.

III. Jurisdiction

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

IV. Background

A. The Dex-Cool Class Actions.

7. On April 11, 2003, the same counsel filed cases in California and Missouri state courts related to Dex-Cool coolants. The California case was dismissed without prejudice in deference to the action formerly pending before the California Court, *Sadowski v. General Motors Corp.*, No. HGO-3093843. The Missouri case, formerly pending in the Missouri Court, is captioned *Gutzler v. General Motors Corp.*, No. 03CV208786. Similar cases were then filed by more than a dozen different law firms in state and federal courts throughout the country, including in Illinois, Texas, New York, New Jersey, and Pennsylvania. The complaints filed in all of these cases allege that Dex-Cool, which GM started using as a factory-fill coolant starting with their 1995 model-year vehicles, caused problems with the engines or cooling systems. The complaints also assert claims for breach of warranty, violations of unfair business practices statutes, and related causes of action.

8. GM removed most of the state actions to federal court and filed a petition with the Judicial Panel on Multidistrict Litigation (the "**MDL Panel**") to transfer and consolidate them into a federal multidistrict litigation. After months of briefing motions to remand, the parties reached an agreement on consolidation. The cases originally filed in state court in California (including the *Sadowski* action), Missouri (the *Gutzler* action), and Texas (*Longoria v. General Motors Corp.*, No. 03-03140-D) were remanded back to state court. By order of the MDL Panel, all other cases either originally filed in or removed to federal court were

consolidated for pretrial purposes in the United States District Court for the Southern District of Illinois, under the caption *In re DEX-COOL Products Liability Litigation*. As part of this consolidation and coordination process, most of the law firms representing plaintiffs in the Dex-Cool litigation agreed to jointly prosecute these cases and agreed to a structure for delegating and allocating the work among the firms. The firms also agreed that Girard Gibbs LLP and Shughart Thomson & Kilroy, P.C. would serve as "Co-Lead Counsel" for the group, and the two firms were subsequently appointed Co-Lead Counsel in the various courts where the Dex-Cool Class Actions were being prosecuted (collectively, "**Co-Lead Class Counsel**").

9. During late 2003 and continuing into late 2007, the parties engaged in extensive discovery in the various actions. GM deposed more than forty of the named plaintiffs. The plaintiffs took twenty-six depositions of current and former GM employees. The plaintiffs and GM also deposed seven third-party witnesses. In addition, they exchanged over 700 interrogatories, over 300 requests for production of documents, and almost 100 requests for admissions. Furthermore, GM produced, and the plaintiffs' counsel reviewed, roughly a million pages of documents and over three gigabytes of electronic data.

10. The parties also engaged in extensive expert discovery. Both the fact and expert discovery undertaken by the parties led to several discovery disputes, some of which were resolved through motions to compel discovery and/or through the appointment of a special master.

11. After a class was certified in the Missouri case and notice was given to the class, the case was set for an estimated three-week jury trial to begin on November 5, 2007.

12. During the final pretrial phase, the parties negotiated over a potential class action settlement of all the Dex-Cool Class Actions, and, on October 25, 2007, the same day the

jury questionnaire was given to potential jurors, the parties reached an agreement in principle to settle all of the Dex-Cool Class Actions. The agreement in principle was memorialized into the Dex-Cool Class Action Settlement, dated March 26, 2008, and provided, among other things, that (i) the *Gutzler* action and the claims of a Missouri-only class would be resolved through one agreement, subject to the Missouri Court's approval, and (ii) the *Sadowski* action, all the other Dex-Cool putative class actions, and the claims of a nationwide class (excluding persons who purchased or leased their vehicle in Missouri) would be resolved through another agreement, both agreements of which were dependant upon each other and subject to the approval of *both* the California Court and the Missouri Court.

B. Dex-Cool Class Action Settlement Terms and Approval.

13. Pursuant to the Dex-Cool Class Action Settlement reached by the parties, the Dex-Cool Class collectively consists of all consumers in the United States who:

(a) own or lease, or who have owned or leased, a Covered Vehicle "that has been in service in excess of seven years, measured from the Date of Initial Vehicle Delivery, at the time of the first date on which notice of the Settlement is disseminated and who, at the time of the notice, had not incurred a repair expense of the type included in the definition of Covered Repair," or

(b) own or lease, or who have owned or leased, a Covered Vehicle and "who incurred an expense for a Covered Repair before the first date on which notice of the Settlement is disseminated to the Class in accordance with the Notice Order." Excluded from the Class are GM, any affiliate, parent, or subsidiary of GM, any entity in which GM has a controlling interest, any officer, director, or employee of GM, any successor or assign of GM, and any Judge to whom any of the Actions is assigned as well as his or her immediate family.

14. The following tables list the vehicle models covered by the Dex-Cool Class Action Settlement, when equipped with the specified engine size, and the "Covered Repairs" defined for the various models. Consumers who own one of the following models with

a different engine than what is specified below were not covered by the Dex-Cool Class Action Settlement.

GROUP A VEHICLES
Model years 1995-2003
Equipped with 3.1-liter or 3.4-liter V6 engine manufactured before April 10, 2003

Buick	**Century, Rendezvous**
Chevrolet	**Impala, Lumina, Malibu, Monte Carlo, Venture**
Oldsmobile	**Alero, Cutlass, Silhouette**
Pontiac	**Aztek, Grand Am, Grand Prix, Montana, Trans Sport**

Group A Covered Repairs: Replacement of failed lower intake manifold gasket

GROUP B VEHICLES
Model years 1995-2004
Equipped with 3.8-liter V6 engine (internal GM engine designation RPO L36)

Buick	**LeSabre, Park Avenue, Regal, Riviera**
Chevrolet	**Camaro, Impala, Lumina, Monte Carlo**
Oldsmobile	**Eighty-Eight, Intrigue, LSS, Ninety-Eight**
Pontiac	**Bonneville, Firebird, Grand Prix**

Group B Covered Repairs: Repairs necessitated by engine coolant sealing issues, including replacement of throttle body gasket, upper intake manifold gasket, lower intake manifold gasket, or intake manifold

GROUP C VEHICLES
Model years 1995-2000
Equipped with 4.3-liter V6 engine

Chevrolet	**Blazer, Chevrolet S-10**
GMC	**Envoy, Jimmy, S-15**
Oldsmobile	**Bravada**

Group C Covered Repairs: Repairs necessitated by cooling-system sludge, including cooling-system flush, heater core repairs, water pump repairs, or radiator cap replacement.

"Sludge" refers to a rust-like material that can form in the cooling system and whose formation is allegedly related to use of Dex-Cool

15. Under the Dex-Cool Class Action Settlement, GM agreed to send various levels of cash reimbursements to Dex-Cool Class members who paid for the foregoing Covered Repairs performed within seven years or 150,000 miles after the original owner or lessee took delivery of the vehicle and who submitted timely and valid claims. Claims were required to be supported by documentation showing the amount the Dex-Cool Class member spent on a Covered Repair and documentation that the Dex-Cool Class member owned or leased the vehicle at the time of the repair. The amount of reimbursement a claimant was to receive depended on (i) when the Covered Repair was performed and (ii) the amount the claimant actually paid, as described below:

(a) For a Covered Repair made *within five years* after initial vehicle delivery, the claimant was to be reimbursed the documented amount he or she paid out of pocket and for which he or she was not previously reimbursed, up to $400.

(b) For a Covered Repair made in the *sixth year* after initial vehicle delivery, the claimant was to be reimbursed the documented amount he or she paid out of pocket and for which he or she was not previously reimbursed, up to $100.

(c) For a Covered Repair made in the *seventh year* after initial vehicle delivery, the claimant was to be reimbursed the documented amount he or she paid out of pocket and for which he or she was not previously reimbursed, up to $50.

(d) Furthermore, if the claimant was entitled to reimbursement under subpart (a) above (*i.e.*, the Covered Repair was performed within five years after initial vehicle delivery), and could document that the Covered Repair required payment of over $1,500 to address an internal coolant leak, the claimant could elect to request reimbursement of 40 percent of the amount the claimant paid out of pocket and for which he or she was not previously reimbursed, up to $800. An "internal coolant leak" was defined to mean "coolant leaked from one vehicle component into another

component," as opposed to leaking from inside a vehicle component to the exterior.[3]

16. The Dex-Cool Class Action Settlement was submitted to the Missouri and California Courts for approval and were subsequently approved. In the Preliminary Approval Orders, attached hereto as **Exhibits "C"** and **"D,"** the Missouri and California Courts preliminarily approved of the Dex-Cool Class Action Settlement, and conditionally certified the settlement classes. In so doing, they specifically found that:

- The Dex-Cool Class was so numerous that joinder of all absent class members would be impracticable;
- Questions of law and fact common to members of the Dex-Cool Class predominated over questions affecting individual members;
- The claims of the named plaintiffs were typical of claims of the Dex-Cool Class as a whole;
- The named plaintiffs and their counsel would fairly and adequately represent the Dex-Cool Class; and
- A class action was a superior method for bringing the claims.

(*Id.* (Exs. C, D).)

17. In those Preliminary Approval Orders, the Missouri and California Courts set fairness hearings for final approval of the Dex-Cool Class Action Settlement; set forth deadlines for objecting to the Dex-Cool Class Action Settlement and appearing at the Fairness Hearings; approved the forms of class notice (collectively, the "**Notice of Settlement**"), copies of which are attached hereto as **Exhibits "E" and "F"**; and approved of the proposed manner of providing notice, which manner included (i) direct mail notice to certain readily identifiable Dex-Cool Class members; (ii) publication notice through a number of nationally-circulated magazines

[3] All statements made herein regarding the Dex-Cool Class Action Settlement are summary only, and are not intended to change the meaning of or be used in interpreting any portion of the Dex-Cool Class Action Settlement.

and weekend newspaper supplements, as well as through Internet advertising; and (iii) electronic notice through a dedicated website. The publication notice was published in four national newspaper supplements, with an estimated circulation of 65,900,000; twelve national consumer magazines, with a total estimated circulation of 43,865,000; and in Internet advertising appearing across a wide-range of websites, with an estimated 199,500,000 views.

18. On October 23, 2008, and September 5, 2008, respectively, after conducting fairness hearings, the California and Missouri Courts entered judgments (collectively, the "**Final Judgment**"), copies of which are attached hereto as **Exhibits "G"** and **"H,"** in which they finally certified the Dex-Cool Class and finally approved the Dex-Cool Class Action Settlement.[4] The California and Missouri Courts determined that the Dex-Cool Class satisfied Section 382 of the California Code of Civil Procedure ("**Section 382**") and Rule 52.08 of the Missouri Rules of Civil Procedure ("**Rule 52.08**"), because: (i) the Dex-Cool Class was so numerous that joinder of all members is impracticable; (ii) questions of law or fact common to

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[4] The Missouri Court certified the following class: "All Consumers who purchased or leased a Covered Vehicle in the State of Missouri (i) that has been in service in excess of seven years, measured from the Date of Initial Vehicle Delivery, at the time of the first date on which notice of the Settlement is disseminated and who, at the time of the notice, had not incurred an expense of the type included in the definition of Covered Repair, or (ii) who incurred an expense for a Covered Repair before the first date on which notice of the Settlement is disseminated to the Class in accordance with the Notice Order." Excluded from the Missouri Class were "GM; any affiliate, parent, or subsidiary of GM; any entity in which GM has a controlling interest; any officer, director, or employee of GM; any successor or assign of GM; and the Judge to whom the Action is assigned as well as his or her immediate family. "

The California Court certified the following class: "All Consumers in the United State of America, excepting those who purchased or leased their vehicles in the State of Missouri, who (i) own or lease, or who have owned or leased, a Covered Vehicle that has been in service in excess of seven years, measured from the Date of Initial Vehicle Delivery, at the time of the first date on which notice of the Settlement is disseminated and who, at the time of the notice, had not incurred a repair expense of the type included in the definition of Covered Repair, or (ii) own or lease, or who have owned or leased, a Covered Vehicle and who incurred an expense for a Covered Repair before the first date on which notice of the Settlement is disseminated to the Class in accordance with the Notice Order." Excluded from the California Class were "GM, any affiliate, parent, or subsidiary of GM, any entity in which GM has a controlling interest, any officer, director, or employee of GM, any successor or assign of GM, anyone employed by counsel for Representative Plaintiffs, any Judge to whom any of the Actions is assigned as well as his or her immediate family; any and all persons who timely and validly request exclusion from the Class pursuant to the notice disseminated in accordance with the Notice Order."

the Dex-Cool Class predominated over questions affecting individual members; (iii) the claims of named plaintiffs were typical of claims of the Dex-Cool Class as a whole; (iv) the representative plaintiffs would fairly and adequately assert and protect the interests of the Dex-Cool Class; and (v) the Dex-Cool Class Action provided a superior method for adjudication of the controversy. Moreover, the California and Missouri Courts found that the Dex-Cool Class Action settlement was, in all respects, fair, reasonable, and adequate, and in the best interests of the Dex-Cool Class. (*See id.* (Exs. G, H).)

19. The Final Judgment also awarded attorneys' fees in a collective amount totaling $21,250,000.00 (collectively, the "**Attorneys' Fees**"); documented costs and expenses in a collective amount totaling $2,800,000.00 (collectively, "**Documented Costs and Expenses**"); and incentive awards to the Dex-Cool Plaintiffs in varying amounts, none of which exceed $20,000.00 (collectively, the "**Incentive Awards**").

20. Before the bankruptcy filing and in accordance with the Dex-Cool Class Action Settlement, the Final Judgment and orders approving the award of Attorneys' Fees, Incentive Award, and Documented Costs and Expenses, the following occurred:

- Garden City Group, serving as claims administrator (the "Claims Administrator"), collected 68,154 claims statements that were timely submitted;
- The Claims Administrator approved approximately 40,000 claims as valid and entitled to payment under the Dex-Cool Class Action Settlement;
- GM funded approximately $6,127,758.00 necessary to pay those approved claims;
- GM funded the Attorneys' Fees, Incentive Award, and Documented Costs and Expenses;
- Notice of deficiency letters were sent out by the Claims Administrator, to the remaining claimants (approximately 28,000), informing them of how to cure deficient claims statements for resubmission; and

- The Resubmitting Participating Class Members submitted approximately 11,299 claim statements in an attempt to cure previously-deficient statements.

- The Claims Administrator reviewed approximately 6,685 of the Claim Forms submitted by the Resubmitted Participating Dex-Cool Class Members and approved claims totaling $1,325,568.60.

21. The commencement of these chapter 11 cases on June 1, 2009, stayed all further implementation of the Dex-Cool Class Action Settlement, including the Claims Administrator's review of the remaining 4,614 Claim Forms submitted by the Resubmitting Participating Class Members;.

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

23. On November 25, 2009, the Dex-Cool Proof of Claim, based on the Dex-Cool Class Action Settlement, was filed with this Court on behalf of the Dex-Cool Class and assigned claim number 51095. The Dex-Cool Proof of Claim asserts a claim in the amount of $3,000,000.00, for class consideration allegedly due to the Resubmitting Participating Class Members pursuant to the Dex-Cool Class Action Settlement (the "**Claim**").

24. On December 1, 2009, this Court approved and entered the Stipulation and Order Between the Debtors and the Holders of Unliquidated Dex-Cool and Anderson Claims to Allow Class Proofs of Claim for Dex-Cool and Anderson Claimants (the "**Class Claims**

Stipulation"), attached hereto as **Exhibit "I,"** and through which the Debtors and the holders of Unliquidated Dex-Cool Claims, defined in the Class Claims Stipulation as the claims made in connection with the Dex-Cool Class Action that had not yet been liquidated pursuant to the terms of the Dex-Cool Class Action Settlement, agreed that Co-Lead Class Counsel could file a class-wide proof of claim on behalf of all holders of Unliquidated Dex-Cool Claims.

C. The Agreement.

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

26. Because of the commencement of these chapter 11 cases, the Debtors are unable to provide the Resubmitting Participating Class Members with the exact consideration contemplated by the Dex-Cool Class Action Settlement. Accordingly, the Parties respectfully request that the Court approve the Agreement to provide, among other things, the Resubmitting Participating Class Members with the Total Allowed General Unsecured Claim (defined below) that is equivalent to the approximate value of the benefits that would have been provided to the Resubmitting Participating Class Members under the Dex-Cool Class Action Settlement.

27. The key provisions of the Agreement are summarized as follows:

(a) Subject to execution of the Agreement by the Parties and upon entry of the Order, the Dex-Cool Proof of Claim shall be resolved and the Resubmitting Participating Class Members shall receive, in the aggregate, a single allowed general unsecured claim against MLC in the amount of $2,205,570.00 (the "**Total Allowed Unsecured Claim**").

(b) Co-Lead Class Counsel shall be authorized to dispose of the Total Allowed Unsecured Claim such that Co-Lead Class Counsel can make the proper *pro rata* distribution of consideration to the

Resubmitting Participating Class Members in accordance with the Agreement. Co-Lead Class Counsel shall be solely responsible for (i) distributing the cash proceeds resulting from the disposition of the Total Allowed Unsecured Claim; (ii) otherwise implementing the Agreement; and (iii) paying all expenses associated with such distribution and/or implementation.

(c) Cash proceeds resulting from the sale or assignment of the Total Allowed Unsecured Claim to any third party or from the sale of any stock or shares, in the open market or otherwise, distributed in accordance with the Plan shall be distributed, on a *pro rata* basis, in accordance with the following guidelines, which are further set forth in the Plan of Allocation contained in Paragraph 5 of the Agreement:[5]

i. **Resubmitting Participating Class Members with a Covered Repair *within five years* after initial vehicle delivery.** Resubmitting Participating Class Members may obtain reimbursement, on a *pro rata* basis, of the greater of (i) the amount equal to the actual out-of-pocket expense incurred by the Resubmitting Participating Dex-Cool Class Member for the Covered Repair itself, up to $400, or (ii) if the Resubmitting Participating Dex-Cool Class Member submitted Proof of Internal Leak Repair Expense showing a repair expense of more than $1,500 due to a diagnosed internal coolant leak, 40% of the amount equal to the actual out-of-pocket expense incurred by the Resubmitting Participating Dex-Cool Class Member for the Covered Repair itself, up to a maximum of $800.

ii. **Resubmitting Participating Class Members with a Covered Repair made in the *sixth year* after initial vehicle delivery.** Resubmitting Participating Class Members may obtain reimbursement, on a *pro rata* basis, of the amount equal to the actual out-of-pocket expense incurred by the Resubmitting Participating Dex-Cool Class Member for the Covered Repair itself, up to $100.

iii. **Resubmitting Dex-Cool Class Members with a Covered Repair made in the *seventh year* after initial vehicle delivery.** Resubmitting Participating Class Members may obtain reimbursement, on a *pro rata* basis, of the amount equal to the

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

actual out-of-pocket expense incurred by the Resubmitting Participating Dex-Cool Class Member for the Covered Repair itself, up to $50.

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

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

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

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

(1) the probability of success in the litigation;

(2) the difficulties associated with collection;

(3) the complexity of the litigation, and the attendant expense, inconvenience, and delay; and

(4) the paramount interests of the creditors.

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

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

31. The Agreement alleviates the financial burden, time, and uncertainty associated with continued litigation of the Dex-Cool Proof of Claim and the Dex-Cool Class Action Settlement.

32. Moreover, approval of the Agreement comports with this Court's October 6, 2009 Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 3007 and 9019(b) Authorizing the Debtors to (I) File Omnibus Claims Objections and (II) Establish Procedures for Settling Certain Claims (the "**De Minimis Order**"), (ECF No. 4180). The De Minimis Order states, in relevant part, the following:

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

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

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

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

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

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

(a) The Dex-Cool Class Satisfies Rules 23(a) and 23(b)

37. "Before certification is proper for any purpose—settlement, litigation, or otherwise—a court must ensure that the requirements of Rule 23(a) and (b) have been met."[6] *Denney v. Deutsche Bank AG*, 443 F.3d 253, 270 (2d Cir. 2006). "Rule 23(a) and (b) standards apply equally to certifying a class action for settlement or for trial, with one exception." Manual for Complex Litigation § 21.132 (4th ed. 2004) (emphasis added). "Confronted with a request

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[6] Rule 23(a) requires that the Dex-Cool Class meet certain numerosity, commonality, typicality, and adequacy requirements, and Rule 23(b) requires that, as to this Rule 23(b)(3) class, questions of law or fact common to the Dex-Cool Class predominate over any questions affecting only individual members and that a class action be superior to other available methods for fairly and efficiently adjudicating the controversy. *See* Fed. R. Civ. P. 23(a), (b).

for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems," under Rule 23(b)(3)(D). *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

38. The Parties stipulate, solely for purposes of settlement, that the Dex-Cool Class meets the standards of Rules 23(a) and (b). Specifically, the Parties submit that the Court should adopt the California and Missouri Courts' findings with respect to the certification of the Dex-Cool Class under California Section 382 and Missouri Rule 52.08 and find that the Dex-Cool Class meets the standards of Rule 23.

39. The California and Missouri Courts' findings in their Preliminary Approval Orders and Final Judgment further demonstrate the satisfaction of Rules 23(a) and (b). In those orders, the California and Missouri Courts found that:

- The Dex-Cool Class is so numerous that joinder of all members is impracticable;
- Questions of law or fact common to the Dex-Cool Class predominated over questions affecting individual members;
- The claims of named plaintiffs are typical of claims of the Dex-Cool Class as a whole;
- The representative plaintiffs will fairly and adequately assert and protect the interests of the Dex-Cool Class; and
- The Dex-Cool Class Action provides a superior method for adjudication of the controversy.

40. The California Supreme Court has recognized that the requirements for class certification under Rule 23(a) are "analogous to the requirements for class certification under Code of Civil Procedure section 382." *In re Tobacco II Cases*, 207 P.3d 20, 33 (Cal. 2009); *Fireside Bank v. Superior Court*, 155 P.3d 268, 281 (Cal. 2007) (identifying requirements for class action under section 382). Similarly, Missouri courts have analogized Rule 52.08 of the

Missouri Rules of Civil Procedure to Rule 23 of the Federal Rules. *Mitchell v. Residential Funding Corp.*, Nos. WD 70210, WD 70227, WD 70244, WD 70263, 2010 WL 4720755, at *30 n.12 (Mo. Ct. App. Nov. 23, 2010); *Hale v. Wal-Mart Stores, Inc.*, 231 S.W.3d 215, 222 (Mo. Ct. App. 2007). To that end, both California and Missouri courts look to federal class action law "when seeking guidance on issues of class action procedure." *In re Tobacco II Cases*, 207 P.3d at 33.

41. Accordingly, the Court should adopt the findings of the California and Missouri Courts in their Preliminary Approval Orders and Final Judgment and find that the Dex-Cool Class satisfies Rules 23(a) and 23(b) solely for the purposes of the Agreement.

(b) The Agreement Satisfies Rule 23(e)

42. The Court should also find that the Agreement satisfies Rule 23(e)(2).

43. Rule 23(e) requires court approval of a class action settlement. The standard for reviewing the proposed settlement of a class action in the Second Circuit, as in other circuits, is whether the proposed settlement is "*fair, reasonable and adequate*." *In re Luxottica Group S.p.A. Sec. Litig.*, 233 F.R.D. 306, 310 (E.D.N.Y. 2006) (emphasis added); *see In re Indep. Energy Holdings PLC*, No. 00 Civ. 6689(SAS), 2003 WL 22244676, at *3 (S.D.N.Y. Sept. 29, 2003). In reviewing the reasonableness of a proposed class action settlement, courts are cautioned against substituting their judgment for that of the parties who negotiated the settlement or conducting a mini-trial on the merits of the action. *See Weinberger*, 698 F.2d at 74; *In re Milken & Assocs. Sec. Litig.*, 150 F.R.D. 46, 53 (S.D.N.Y. 1993). The Second Circuit has established the following factors as relevant in evaluating class action settlements: (i) the complexity, expense and likely duration of the litigation; (ii) the reaction of the class to the settlement; (iii) the stage of the proceedings and the amount of discovery completed; (iv) the

risks of establishing liability; (v) the risks of establishing damages; (vi) the risks of maintaining the class action through the trial; (vii) the ability of the defendants to withstand a greater judgment; (viii) the range of reasonableness of the settlement fund in light of the best possible recovery; and (ix) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. *See In re Indep. Energy Holdings PLC*, 2003 WL 22244676, at *3; *accord In re Luxottica Group S.p.A. Sec. Litig.*, 233 F.R.D. at 311.

44. Here, there can be no doubt that the Agreement should be approved based on the foregoing factors. The relatively advanced stage of the Dex-Cool Class Actions provided counsel with more than enough information to assess the strengths and weaknesses of the case, as well as the risks of damages. Indeed, the Dex-Cool Class Actions have been ongoing since April 2003 and have involved extensive discovery, including more than forty depositions of the named plaintiffs, twenty-six depositions of current and former GM employees, and seven third-party witnesses, and significant law and motion practice.

45. The Agreement also is fair, reasonable and adequate. The Claim will be settled for approximately $800,000 *less* than the amount asserted in the Dex-Cool Proof of Claim and the Resubmitting Participating Class Members will largely obtain a general unsecured claim in the amount they would have received pre-bankruptcy. Pursuant to the Agreement, the Claim will immediately be estimated in the amount of $2,205,570.00. The Parties agreed on this amount after (i) the Resubmitting Participating Class Members submitted approximately 11,299 claim statements in an attempt to cure previously-deficient statements; (ii) the Claims Administrator reviewed approximately 6,685 of the claim statements submitted by the Resubmitting Participating Class Members and approved claims totaling $1,325,568.60; and (iii)

Co-Lead Class Counsel conducted a further review of approximately 200 of the 4,614 additional claims submitted by the Resubmitting Participating Class Members.

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

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

(c) No Additional Notice Is Required

48. The Notice of Settlement adopted and approved by the Parties and the California and Missouri Courts was in full compliance with the notice requirements of due process, federal law, the Constitution of the United States, and any other applicable law, and this Court need not require any new notice to be given to the Dex-Cool Class. *See Green v. Am. Express Co.*, 200 F.R.D. 211, 212 (S.D.N.Y. 2001); *In re Nazi Era Cases Against German Defendants Litig.*, 198 F.R.D. 429, 441 (D.N.J. 2000); 6 Herbert Newberg & Alba Conte, Newberg on Class Actions, § 11.72 (4th ed. 2002).

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

50. Here, the three-part Notice of Settlement that was approved by the California and Missouri courts and effected by the Claims Administrator more than satisfied due

process. The publication notice was published in four national newspaper supplements, with an estimated circulation of 65,900,000; twelve national consumer magazines, with a total estimated circulation of 43,865,000; and in Internet advertising appearing across a wide-range of websites, giving an estimated 199,500,000 views. Indeed, over 68,000 claims statements were received, and, even though roughly 28,000 of those were deficient, the Resubmitting Participating Class Members have been given a second opportunity to cure and, through this Agreement, obtain benefits. This Court should also find that the Notice of Settlement was previously provided in full compliance with the notice requirements of due process, federal law, the Constitution of the United States, and all other applicable law. Indeed, based on the Parties' stipulation, this Court previously ordered that notice on Co-Lead Class Counsel was sufficient to notify all members of the Dex-Cool Class Action, including the Resubmitting Participating Class Members. (*See* Class Claims Stipulation at 2 ("Notice to the undersigned class counsel shall be, and shall be deemed to be, sufficient notice to all class members in the Dex-Cool Class Action.").)

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

52. Moreover, requiring the Parties to issue new notice at this juncture would result in the Agreement being void. Specifically, the Debtors have already paid for notice to the Dex-Cool Class and have not agreed to pay for any further notice; in fact the Agreement will be

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

53. Finally, there is no evidence of any collusion between the Parties to the Agreement, further indicating that no additional notice is required. *See Green,* 200 F.R.D. at 213 (ordering no notice of settlement be given when "[f]irst, and most significantly, there is no evidence of collusion between the parties"); *Selby v. Principal Mut. Life Ins. Co.*, No. 98 Civ. 5283 (RLC), 2003 WL 22772330, at *4 (S.D.N.Y. Nov. 21, 2003) (ordering no notice of settlement be given "where is no evidence of collusion between the parties, and the settlement negotiations were conducted at arms-length").

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

VII. Notice

55. Notice of this Motion has been provided to (i) Girard Gibbs LLP, Co-Lead Class Counsel for the Dex-Cool Plaintiffs and the Dex-Cool Class, 601 California Street, Suite

1400, San Francisco, California 94108 (Attn.: Eric H. Gibbs, Esq. and A. J. De Bartolomeo, Esq.); (ii) Polsinelli Shughart P.C., Co-Lead Class Counsel for the Dex-Cool Plaintiffs and the Dex-Cool Class, Twelve Wyandotte Plaza, 120 West 12th Street, Kansas City, Missouri 64105 (Attn.: P. John Brady, Esq.); and (iii) parties in interest in accordance with the Fifth Amended Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 1015(c) and 9007 Establishing Notice and Case Management Procedures, dated January 3, 2011 (ECF No. 8360). The Debtors submit that such notice is sufficient and no other or further notice need be provided.

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

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

Dated: New York, New York
March 24, 2011

/s/ Joseph H. Smolinsky
Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors